



Order under Section 69  
**Residential Tenancies Act, 2006**

I hereby certify this is a  
true copy of an Order dated

**March 21, 2022**

Landlord and Tenant Board

**File Number: TNL-35721-21**

**In the matter of:** UPPER, 33 ROCKWELL ROAD  
RICHMOND HILL ON L4B1A9

**Between:** Yunchai Zheng Landlords  
Xianmin Ke

**and**

Yiqian Zhang Tenants  
Yixuan Ma

Yunchai Zheng and Xianmin Ke (the 'Landlords') applied for an order to terminate the tenancy and evict Yixuan Ma and Yiqian Zhang (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 14, 2022. The Landlord's Legal Representative Qiuling Yang and the Tenant, Yixuan Ma's, Legal Representative, Jianhong Guan, attended the hearing. As of the time of the hearing, the Tenant, Yiqian Zhang, was not present or represented at the hearing although properly served with notice of this hearing by the Board.

The representative for Yixuan Ma requested an adjournment because the Tenant had to attend class. The request was denied as I do not find this to be a reasonable grounds for not attending the hearing.

**Determinations:**

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from October 15, 2021 to February 14, 2022. Because of the arrears, the Landlords served a Notice of Termination effective November 4, 2021.
2. The Tenants are in possession of the rental unit.
3. The monthly rent is \$3,500.00.
4. The Tenants have made no payments since the application was filed.
5. The Landlords collected a rent deposit of \$3,500.00 from the Tenants and this deposit is still being held by the Landlords.

6. Interest on the rent deposit is owing to the Tenants for the period from January 16, 2021 to November 4, 2021.
7. I have considered all of the disclosed circumstances in accordance with subsection 83 of the Residential Tenancies Act, 2006 (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
8. The representative for Yixuan Ma requested an extended delay in the eviction date because the Tenant is in school. I think it would be unfair to delay the eviction date for this reason given the amount of the arrears and the payment history.

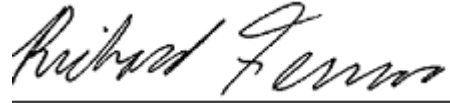
**It is ordered that:**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 1, 2022.
2. The Tenants shall pay to the Landlords \$14,678.21\*, which represents the amount of rent owing and compensation up to March 21, 2022, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$115.07 per day for compensation for the use of the unit starting March 22, 2022 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlords the full amount owing\* on or before April 1, 2022, the Tenants will start to owe interest. This will be simple interest calculated from April 2, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 1, 2022, then starting April 2, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords, on or after April 2, 2022.
8. If, on or before April 1, 2022, the Tenants pay the amount of \$21,186.00\*\* to the Landlords or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenants could remain in the unit. If this payment is not made in full and on time, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenants may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after April 2,

2022 but before the Sheriff gives vacant possession to the Landlords. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlords.

**March 21, 2022**  
**Date Issued**

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5



Richard Ferriss  
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 2, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

- \* Refer to section A on the attached Summary of Calculations.
- \*\* Refer to section B on the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: TNL-35721-21**

**A. Amount the Tenants must pay if the tenancy is terminated:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	October 15, 2021 to November 4, 2021	\$2,416.44
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 5, 2021 to March 21, 2022	\$15,764.59
Less the rent deposit:		-\$3,500.00
Less the interest owing on the rent deposit:	January 16, 2021 to November 4, 2021	-\$2.82
Amount owing to the Landlords on the order date: (total of previous boxes)		<b>\$14,678.21</b>
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting March 22, 2022:		\$115.07 (per day)
<b>Total the Tenants must pay the Landlords if the tenancy is terminated:</b>		<b>\$14,864.21, + \$115.07 per day starting March 22, 2022</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	October 15, 2021 to April 14, 2022	\$21,000.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before April 1, 2022	<b>\$21,186.00</b>