



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

**Citation:** Xie v Raposo, 2023 ONLTB 30988

**Date:** 2023-04-11

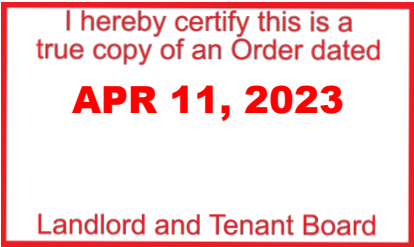
**File Number:** LTB-L-047694-22

**In the matter of:** ROOM 4, 2187 COLLEGE AVE  
WINDSOR ON N9B1M6

**Between:** Changyue Xie  
Yuhuan Luo

**And**

Matthew Darryl Webb Raposo



Landlords

Tenant

Changyue Xie and Yuhuan Luo (the 'Landlords') applied for an order to terminate the tenancy and evict Matthew Darryl Webb Raposo (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 27, 2023.

The Landlords, the Landlords' legal representative, Y. Zhang, the Tenant, and the Tenant's legal representative, J. Levesque, attended the hearing.

**Agreed Facts:**

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The monthly rent is \$470.00.
3. Based on the Monthly rent, the daily compensation is \$15.45. This amount is calculated as follows: \$470.00 x 12, divided by 365 days.
4. The Landlords collected a rent deposit of \$470.00 from the Tenant and this deposit is still being held by the Landlords.

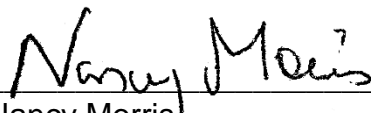
5. The Landlords waive their right to compensation for any damages caused by the Tenant to the date of the hearing.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

**On consent, it is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2023.
2. The Tenant may move out of the rental unit before May 31, 2023, upon providing a minimum 7 days' notice to the Landlords.
3. The last month rent deposit being held by the Landlords shall be applied to the rent for the month of May 2023.
4. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2023.
6. If the Tenant does not move out of the rental unit on or before May 31, 2023, the Tenant shall also pay the Landlords compensation of \$15.45 per day for the use of the unit starting June 1, 2023 until the date the Tenant moves out of the unit.
7. This order resolves all issues between the parties to the date of the hearing.

**April 11, 2023**  
**Date Issued**

  
\_\_\_\_\_  
Nancy Morris  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

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 of the Tenant expires on December 1, 2023 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.