



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-19901-21

In the matter of: 33 BELINDA SQUARE
SCARBOROUGH ON M1W3M1

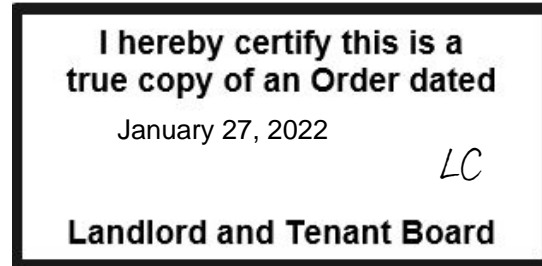
Between: Yin Ying Wang
Ricky Wen Yue Li

Landlords

and

Lisa Rachel Manwarren
Michael Manwarren
Tyran Nicholson

Tenants



Yin Ying Wang and Ricky Wen Yue Li (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Rachel Manwarren, Michael Manwarren and Tyran Nicholson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlords also claimed NSF cheque charges and related administration charges.

This application was heard by videoconference on January 19, 2022. The Landlord Yin Ying Wang the Landlord's Legal Representative, Honghui Zhou and Lisa Rachel Manwarren and Tyran Nicholson attended the hearing. The Tenants attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from August 1, 2021 to January 31, 2022. Because of the arrears, the Landlords served a Notice of Termination effective September 30, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,780.00.
4. The Tenants have made no payments since the application was filed.
5. The Landlords incurred charges of \$49.00 for cheques tendered by or on behalf of the Tenants, which were returned NSF and \$140.00 for related administration charges.
6. The Landlords collected a rent deposit of \$2,780.00 from the Tenants and this deposit is still being held by the Landlords.

7. Interest on the rent deposit is owing to the Tenants for the period from July 16, 2021 to September 30, 2021.
8. The Tenants disputed the amount of the arrears stating that they made additional payments after the application was filed. the Tenants did not provide any documentation to support this assertion prior to the hearing. The Tenants wanted to submit additional documentation to support their assertion at the hearing. I denied the Tenants' request as it was contrary to Rule 19. I also did not find it appropriate to exercise my authority under Rule 1.6 to waive Rule 19.
9. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants requested relief from eviction in the form of a payment plan which would have the arrears paid off in 10 months. The Landlord was opposed to the payment plan. I found that it would be unfair to grant the relief requested by the Tenants given the amount of arrears, the short duration of the tenancy (commencing July 16, 2021), the fact that the arrears began to accumulate in the first full month of the tenancy (August 2021), and that no payments have been made since October 2021.

It is ordered that:

1. Unless the Tenants void 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 February 7, 2022.
2. The Tenants shall pay to the Landlords \$13,580.01*, which represents the amount of rent owing and compensation up to January 27, 2022 and the total charges related to NSF cheques tendered to the Landlords by or on behalf of the Tenants, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$91.40 per day for compensation for the use of the unit starting January 28, 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 February 7, 2022, the Tenants will start to owe interest. This will be simple interest calculated from February 8, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 7, 2022, then starting February 8, 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 February 8, 2022.

8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlords or to the Board in trust:
 - i) \$14,010.00 if the payment is made on or before January 31, 2022, or
 - ii) \$16,790.00 if the payment is made on or before February 7, 2022**.If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then 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 February 8, 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.

January 27, 2022
Date Issued



Richard Ferriss
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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 August 8, 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: TEL-19901-21

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	August 1, 2021 to September 30, 2021	\$5,295.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 1, 2021 to January 27, 2022	\$10,876.60
Less the rent deposit:		-\$2,780.00
Less the interest owing on the rent deposit:	July 16, 2021 to September 30, 2021	-\$0.59
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00
Amount owing to the Landlords on the order date: (total of previous boxes)		\$13,580.01
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting January 28, 2022:		\$91.40 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$13,766.01, + \$91.40 per day starting January 28, 2022

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

1. If the payment is made on or before January 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2021 to January 31, 2022	\$13,635.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00

Total the Tenants must pay to continue the tenancy:	On or before January 31, 2022	\$14,010.00
--	-------------------------------	-------------

2. If the payment is made after January 31, 2022 but on or before February 7, 2022:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2021 to February 28, 2022	\$16,415.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00
Total the Tenants must pay to continue the tenancy:	On or before February 7, 2022	\$16,790.00

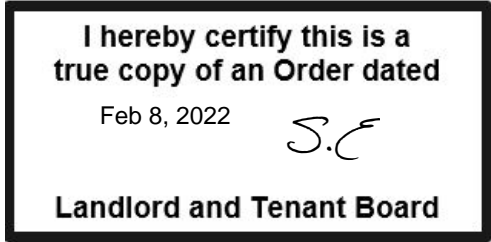


AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: TEL-19901-21-AM

In the matter of: 33 BELINDA SQUARE
SCARBOROUGH ON M1W3M1

Between: Yin Ying Wang
Ricky Wen Yue Li



Landlords

and

Lisa Rachel Manwarren
Tyran Nicholson

Tenants

This amended order is issued to correct clerical errors in the original order. More specifically, the order is being amended to remove minors who were identified as parties in the order and to correct who attended the hearing. The corrections have been bolded and underlined for ease of reference.

Yin Ying Wang and Ricky Wen Yue Li (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Rachel Manwarren and Tyran Nicholson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlords also claimed NSF cheque charges and related administration charges.

This application was heard by videoconference on January 19, 2022. The Landlord Yin Ying Wang, the Landlord's Legal Representative, Honghui Zhou, and the Tenants attended the hearing.

Determinations:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from August 1, 2021 to January 31, 2022. Because of the arrears, the Landlords served a Notice of Termination effective September 30, 2021.
2. The Tenants are in possession of the rental unit.
3. The lawful monthly rent is \$2,780.00.
4. The Tenants have made no payments since the application was filed.

5. The Landlords incurred charges of \$49.00 for cheques tendered by or on behalf of the Tenants, which were returned NSF and \$140.00 for related administration charges.
6. The Landlords collected a rent deposit of \$2,780.00 from the Tenants and this deposit is still being held by the Landlords.
7. Interest on the rent deposit is owing to the Tenants for the period from July 16, 2021 to September 30, 2021.
8. The Tenants disputed the amount of the arrears stating that they made additional payments after the application was filed. the Tenants did not provide any documentation to support this assertion prior to the hearing. The Tenants wanted to submit additional documentation to support their assertion at the hearing. I denied the Tenants' request as it was contrary to Rule 19. I also did not find it appropriate to exercise my authority under Rule 1.6 to waive Rule 19.
9. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants requested relief from eviction in the form of a payment plan which would have the arrears paid off in 10 months. The Landlord was opposed to the payment plan. I found that it would be unfair to grant the relief requested by the Tenants given the amount of arrears, the short duration of the tenancy (commencing July 16, 2021), the fact that the arrears began to accumulate in the first full month of the tenancy (August 2021), and that no payments have been made since October 2021.

It is ordered that:

1. Unless the Tenants void 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 February 7, 2022.
2. The Tenants shall pay to the Landlords \$13,580.01*, which represents the amount of rent owing and compensation up to January 27, 2022 and the total charges related to NSF cheques tendered to the Landlords by or on behalf of the Tenants, less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$91.40 per day for compensation for the use of the unit starting January 28, 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 February 7, 2022, the Tenants will start to owe interest. This will be simple interest calculated from February 8, 2022 at 2.00% annually on the balance outstanding.

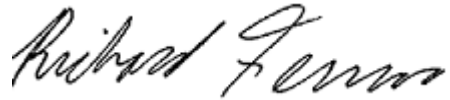
6. If the unit is not vacated on or before February 7, 2022, then starting February 8, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords, on or after February 8, 2022.
8. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlords or to the Board in trust:
 - i) \$14,010.00 if the payment is made on or before January 31, 2022, or
 - ii) \$16,790.00 if the payment is made on or before February 7, 2022**.If the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then 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 February 8, 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.

January 27, 2022

Date Issued

February 8, 2022

Date Amended



Richard Ferriss

Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

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 August 8, 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: TEL-19901-21-AM

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	August 1, 2021 to September 30, 2021	\$5,295.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 1, 2021 to January 27, 2022	\$10,876.60
Less the rent deposit:		-\$2,780.00
Less the interest owing on the rent deposit:	July 16, 2021 to September 30, 2021	-\$0.59
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00
Amount owing to the Landlords on the order date:(total of previous boxes)		\$13,580.01
Additional costs the Tenants must pay to the Landlords:		\$186.00
Plus daily compensation owing for each day of occupation starting January 28, 2022:		\$91.40 (per day)
Total the Tenants must pay the Landlords if the tenancy is terminated:		\$13,766.01, + \$91.40 per day starting January 28, 2022

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

1. If the payment is made on or before January 31, 2022:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2021 to January 31, 2022	\$13,635.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00

Total the Tenants must pay to continue the tenancy:	On or before January 31, 2022	\$14,010.00
--	-------------------------------	-------------

2. If the payment is made after January 31, 2022 but on or before February 7, 2022:

Reasons for amount owing	Period	Amount
Arrears:	August 1, 2021 to February 28, 2022	\$16,415.00
Additional costs the Tenants must pay to the Landlords:		\$186.00
NSF cheque charges:		\$49.00
Administration charges related to NSF cheque charges:		\$140.00
Total the Tenants must pay to continue the tenancy:	On or before February 7, 2022	\$16,790.00



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

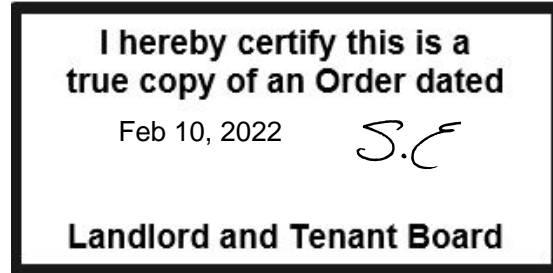
File Number: TEL-19901-21-RV

In the matter of: 33 BELINDA SQUARE
SCARBOROUGH ON M1W3M1

Between: Yin Ying Wang
Ricky Wen Yue Li

and

Lisa Rachel Manwarren
Tyran Nicholson



Landlords

Tenants

Review Order

Yin Ying Wang and Ricky Wen Yue Li (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Rachel Manwarren, Michael Manwarren and Tyran Nicholson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlords also claimed NSF cheque charges and related administration charges.

This application was resolved by order TEL-19901-21 issued on January 27, 2022.

On February 7, 2022, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.
2. I understand that the January 27, 2022 hearing order was amended on February 8, 2022 to remove the name of a minor child. The amended order resolves the Tenants' review request.

It is ordered that:

1. The request to review order TEL-19901-21 issued on January 27, 2022 is denied. The order is confirmed and remains unchanged.



February 10, 2022

Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

Harry Cho
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.