



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

Citation: Wei v Majlat, 2023 ONLTB 56243

Date: 2023-08-14

File Number: LTB-L-064242-22

In the matter of: 47 Boem Ave
Toronto ON M1R3T4

Between: Enfa Wei and Chang Su

And

Jenone Majlat, Jeno Majlat, David Majlat
and Akos Majlat

I hereby certify this is a
true copy of an Order dated
AUG 14, 2023
Landlord and Tenant Board

Landlords

Tenants

Enfa Wei and Chang Su (the 'Landlords') applied for an order to terminate the tenancy and evict Jenone Majlat, Jeno Majlat, David Majlat and Akos Majlat (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 9, 2023.

The Landlords and the Tenants Jenone Majlat and Jeno Majlat attended the hearing. The Tenants were assisted by an interpreter, A. Vujkov. The Tenants voluntarily left the hearing about an hour into the hearing.

Determinations:

Section 82 and Interim Payments

1. An interim order from the previous adjournment required the Tenants to pay the monthly rent until such time as the matter is heard. The Tenants paid the April rent, but admitted that they did not pay the May rent. The April rent was paid to the Landlord and Tenant Board through the CIBC.
2. The Tenants allege that they must have misunderstood the order. It was their belief that they only had to pay the April rent.
3. The consequence of not paying is that the Board may refuse to accept evidence provided by the Tenants.
4. However, after the Tenants began addressing the issues they wanted to raise under section 82 of the *Residential Tenancies Act, 2006* ("Act"), the Tenants conceded that they did not have any evidence for their claims.

5. The Tenants' section 82 claims were withdrawn, and no decision was made by the Board with regards to hearing the Tenants' issues.

Rent Arrears:

6. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. As of the hearing date, the Tenants are still in possession of the rental unit.
8. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
10. The Tenants have paid \$1,600.00 into the LTB since the application was filed.
11. The rent arrears owing to May 31, 2023 are \$12,800.00. The Tenants initially did not dispute the arrears claimed by the Landlord but late in the hearing asserted that they were paying their rent. The Tenants offered provided no evidence to support this change of position, and I prefer the Landlord's evidence with respect to the arrears.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlords collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$87.06 is owing to the Tenants for the period from July 16, 2019 to May 9, 2023.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords 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.
16. The Tenants admitted that the rent was more than he could afford given their current income. Six people had lived in residence, but, two of the people moved out.
17. The Tenants offered a payment plan of \$150.00 a month. The Landlords opposed this plan. They felt that the amount of time that this would take to pay off the arrears would be unfair to them
18. The Tenants have admitted that they could not afford to live in the residence, and I find that the their proposed payment plan that would be highly prejudicial to the Landlords given the significant arrears and the length of time if would take the Tenants to pay them at the rate of \$150.00 per month.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$16,186.00 if the payment is made on or before August 25, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after August 25, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 25, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,572.34. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$52.60 per day for the use of the unit starting May 10, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before August 25, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 26, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 25, 2023, then starting August 26, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 August 26, 2023.
10. \$1,600 together with any accrued interest that the Tenants paid into the LTB in trust shall be released to the Landlords by the LTB.*

August 14, 2023

Date Issued

William Greenberg

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 expires on February 26, 2024 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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 25, 2023

Rent Owing To August 31, 2023	\$19,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$1,600.00
Less the amount the Landlords owe the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$17,786.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,673.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$1,600.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$87.06
Less the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlords	\$8,572.34
Plus daily compensation owing for each day of occupation starting May 10, 2023	\$52.60 (per day)

