



Order under Section 69

Residential Tenancies Act, 2006

File Number: HOL-08751-20

In the matter of: 1001, 60 BERWICK AVENUE
TORONTO ON M5P0A3

Between: Huicong Liu Landlord

and

Emil Balogh Tenant

Huicong Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Emil Balogh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed NSF cheque charges and related administration charges.

This application was heard via video teleconference on July 28, 2021. The Landlord attended the hearing. As of 9:57 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from October 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective October 27, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$2,100.00.
4. The Landlord incurred charges of \$7.00 for a cheque tendered by or on behalf of the Tenant, which was returned NSF and \$20.00 for related administration charges.
5. The Landlord collected a rent deposit of \$2,050.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from February 15, 2019 to October 27, 2020.
7. The Tenant paid \$16,950.00 after the application was filed.

8. The Landlord attempted to negotiate a repayment plan with the Tenant without success. The Landlord stated she attempted to contact Tenant at end of June 2021 and July 15, 19 2021 by email, text, and phone but the Tenant did not respond. As a result, I find that the Landlord fulfilled his duties to attempt resolution of the application during the COVID-19 pandemic pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
9. The Landlord stated the Tenant made payments to the Landlord between November 6, 2020 - June 28, 2021 in the amount of \$16,950.00. The Landlord requested a standard order.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until September 11, 2021 pursuant to subsection 83(1)(b) of the Act. The Tenant has been making monthly payments towards the monthly rent and up to June 28, 2021, a significant amount has been paid by the Tenant. I have postponed the eviction date to 30 days from the date of my order instead of the 11 days requested by the Landlord to allow the Tenant some more time to pay the amounts owed to the Landlord.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 11, 2021.
2. The Tenant shall pay to the Landlord \$2,697.88*, which represents the amount of rent owing and compensation up to August 11, 2021 and the total charges related to a NSF cheque tendered to the Landlord by or on behalf of the Tenant, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$69.04 per day for compensation for the use of the unit starting August 12, 2021 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before August 22, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 23, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before September 11, 2021, then starting September 12, 2021, the Landlord 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 Landlord, on or after September 12, 2021.

8. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i) \$6,363.00 if the payment is made on or before August 31, 2021, or
 - ii) \$8,463.00 if the payment is made on or before September 11, 2021**.
 If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. The Tenant 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 September 12, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

2021 CanLII 115368 (ON LTB)

August 11, 2021
Date Issued



Kimberly Parish
Member, Landlord and Tenant Board

Toronto South - RO
15 Grosvenor Street, 1st 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 March 12, 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: HOL-08751-20

2021 CanLII 115368 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	October 1, 2020 to October 27, 2020	\$1,864.11
Less the amount the Tenant paid to the Landlord		-\$16,950.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 28, 2020 to August 11, 2021	\$19,883.52
Less the rent deposit:		-\$2,050.00
Less the interest owing on the rent deposit:	February 15, 2019 to October 27, 2020	-\$76.75
NSF cheque charges:		\$7.00
Administration charges related to NSF cheque charges:		\$20.00
Amount owing to the Landlord on the order date: (total of previous boxes)		\$2,697.88
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 12, 2021:		\$69.04 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$2,883.88, + \$69.04 per day starting August 12, 2021

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

1. If the payment is made on or before August 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to August 31, 2021	\$23,100.00

Less the amount the Tenant paid to the Landlord:		-\$16,950.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
NSF cheque charges:		\$7.00
Administration charges related to NSF cheque charges:		\$20.00
Total the Tenant must pay to continue the tenancy:	On or before August 31, 2021	\$6,363.00

2. If the payment is made after August 31, 2021 but on or before September 11, 2021:

Reasons for amount owing	Period	Amount
Arrears:	October 1, 2020 to September 30, 2021	\$25,200.00
Less the amount the Tenant paid to the Landlord:		-\$16,950.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
NSF cheque charges:		\$7.00
Administration charges related to NSF cheque charges:		\$20.00
Total the Tenant must pay to continue the tenancy:	On or before September 11, 2021	\$8,463.00