



Order under Section 69
Residential Tenancies Act, 2006

File Number: CEL-97483-20

In the matter of: 1220 CLARKSON ROAD N
MISSISSAUGA ON L5J2W2

Between: Guo Bin Zhu Landlord

and

Annaliese Banninger Tenant

Guo Bin Zhu (the 'Landlord') applied for an order to terminate the tenancy and evict Annaliese Banninger (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard in conference room 84 on June 21, 2021.

The Landlord, the Landlord's representative, D. Zhou, and the Tenant attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from March 1, 2020 to June 30, 2021. Because of the arrears, the Landlord served a Notice of Termination effective November 25, 2020.
2. At the hearing, the Tenant agreed with the Landlord's evidence of the amount owing for the period ending June 30, 2021.
3. The Tenant paid \$32,000.00 after the application was filed.
4. The Tenant testified that she offered to pay the Landlord as soon as she was able to do so. The Tenant did not contest the Landlord's evidence that the Landlord had tried to speak with the Tenant about the rent arrears, but that the Tenant did not respond.
5. I find pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act') that the Landlord tried to resolve the rent arrears with the Tenant.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until September 30, 2021, pursuant to subsection 83(1)(b) of the Act.

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7. The Tenant gave evidence that she was not able to afford the \$4,000.00 monthly rent. Instead, the Tenant offered to pay \$2,500.00 each month to the Landlord.
8. I agree with the Landlord's representative that it would be unfair to permit the Tenant to pay less than the full monthly rent.
9. The Tenant testified that her industry, which includes organizing events, suffered during the COVID-19 pandemic. The Tenant described a loss of approximately 95 percent of her usual employment income, when weddings and corporate events were cancelled or otherwise not scheduled during the pandemic. The Tenant's adult child, who resides at the rental unit, was also employed in the wedding industry but lost her employment as a result of the pandemic.
10. The Tenant was able to pay \$32,000.00 to the Landlord after qualifying for an Ontario Business Support loan in February 2021.
11. Although I agree with the Tenant that she demonstrated good faith by making the \$32,000.00 payment to the Landlord, the rental unit at this time is not affordable, and it is therefore not appropriate to grant relief from eviction.
12. The Tenant also testified that she has experienced problems with the refrigerator. The Landlord did not dispute the Tenant's evidence.
13. In the circumstances, I find it is appropriate to postpone the eviction/voiding date to September 30, 2021. In arriving at this conclusion, I am mindful of the Tenant's request at the hearing for additional time to find new accommodations.

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 30, 2021.
2. The Tenant shall pay to the Landlord \$23,435.74*, which represents the amount of rent owing and compensation up to August 9, 2021.
3. The Tenant shall also pay to the Landlord \$131.51 per day for compensation for the use of the unit starting August 10, 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 September 30, 2021, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before September 30, 2021, then starting October 1, 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 October 1, 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) \$26,536.00 if the payment is made on or before August 31, 2021, or
 - ii) \$30,536.00 if the payment is made on or before September 30, 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 October 1, 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.

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August 9, 2021
Date Issued

Central-RO
3 Robert Speck Pkwy, 5th Floor
Mississauga ON L4Z2G5

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 1, 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**

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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)	March 1, 2020 to November 25, 2020	\$21,637.67
Less the amount the Tenant paid to the Landlord		-\$32,000.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	November 26, 2020 to August 9, 2021	\$33,798.07
Amount owing to the Landlord on the order date: (total of previous boxes)		\$23,435.74
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 10, 2021:		\$131.51 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$23,621.74, + \$131.51 per day starting August 10, 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:	March 1, 2020 to August 31, 2021	\$58,350.00
Less the amount the Tenant paid to the Landlord:		-\$32,000.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before August 31, 2021	\$26,536.00

2. If the payment is made after August 31, 2021 but on or before September 30, 2021:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to September 30, 2021	\$62,350.00
Less the amount the Tenant paid to the Landlord:		-\$32,000.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before September 30, 2021	\$30,536.00

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