



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

**File Number:** HOL-09197-20

**In the matter of:** 1202, 20 SHORE BREEZE DRIVE  
ETOBICOKE ON M8V0C7

**Between:** Zhenbang Qiao

Landlord

**and**

Omar Gabriel Rios Arroyo  
Vicente Andoni Brid Faces

Tenants

Zhenbang Qiao (the 'Landlord') applied for an order to terminate the tenancy and evict Omar Gabriel Rios Arroyo (OA) and Vicente Andoni Brid Faces (VF) (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via video/teleconference on June 23, 2021.

The Landlord and the only the Tenant (OA) attended the hearing. It was disclosed that the co-tenant (VF) was no longer an occupant of the rental unit.

**Determinations:**

1. The Landlord served a Notice of Termination effective December 16, 2020 because the Tenants have not paid the total rent the Tenants were required to pay for the period from December 1, 2020 to December 31, 2020.
2. The month rent is \$2,450.00.
3. The Tenants were in possession of the rental unit on the date the application was filed by the Landlord.
4. The Tenants is credited \$2,450.00 after the application was filed representing the return of an illegal deposit collected by the Landlord in excess of the allowable limit.
5. The Landlord submitted a L1 information update form setting out that the Tenants did not pay the total amount of the rent arrears now owing up to June 30, 2021 is \$14,700.00.
6. The Tenant (OA) did not dispute the total amount of the rent arrears owing and acknowledged that no payments have been made towards the rent arrears after the N4 notice was given and the filing of the application.

7. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that as of the hearing date, the Tenants owe to the Landlord up to the period ending June 30, 2021, rent arrears of \$14,700.00, plus \$186.00 for the Landlords cost to file the application - totalling \$14,886.00.
8. The Landlord testified that there have been a number of conversations with and letters sent to the Tenants about the arrears but was unsuccessful in reaching any form of a settlement or a negotiated repayment plan with the Tenants. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act').
9. The Landlord collected a last month rent deposit of \$2,450.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from July 31, 2020.
10. The Tenant (OA) requested additional time to move out of the rental unit and agreed to a date of July 15, 2021.
11. Therefore, based 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 July 15, 2021 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 15, 2021.
2. The Tenants shall pay to the Landlord \$11,753.29\*, which represents the amount of rent owing and compensation up to June 25, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$80.55 per day for compensation for the use of the unit starting June 26, 2021 to the date the Tenants move out of the unit.
- 4.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing\* on or before July 6, 2021, the Tenants will start to owe interest. This will be simple interest calculated from July 7, 2021 at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before July 15, 2021, then starting July 16, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 16, 2021.

9. If the Tenants wish to void this order and continue the tenancy, the Tenants must pay to the Landlord or to the Board in trust:
  - i) \$14,886.00 if the payment is made on or before June 30, 2021, or
  - ii) \$17,336.00 if the payment is made on or before July 15, 2021\*\*.

If the Tenants do 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.

10. 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 July 16, 2021 but before the Sheriff gives vacant possession to the Landlord. The Tenants are only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

**June 25, 2021**  
**Date Issued**

\_\_\_\_\_  
 Randy Aulbrook  
 Member, Landlord and Tenant Board

Head Office  
 777 Bay Street, 12th Floor  
 Toronto Ontario M5G2E5

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 January 16, 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.

**Daily Compensation**  $(\text{Monthly Rent } \$2450.00 \times 12) = \$80.55$   
 365

**Schedule 1  
SUMMARY OF CALCULATIONS**

**File Number: HOL-09197-20**

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears: (up to the termination date in the Notice of Termination)	December 1, 2020 to December 16, 2020	\$1,288.77
Less the amount the Tenants paid to the Landlord		-\$2,450.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	December 17, 2020 to June 25, 2021	\$15,385.05
Less the rent deposit:		-\$2,450.00
Less the interest owing on the rent deposit:	July 31, 2020 to December 16, 2020	-\$20.53
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$11,753.29</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting June 26, 2021:		\$80.55 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$11,939.29, + \$80.55 per day starting June 26, 2021</b>

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

**1. If the payment is made on or before June 30, 2021:**

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	December 1, 2020 to June 30, 2021	\$17,150.00
Less the amount the Tenants paid to the Landlord:		-\$2,450.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before June 30, 2021	<b>\$14,886.00</b>

2. If the payment is made after June 30, 2021 but on or before July 15, 2021:

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	December 1, 2020 to July 31, 2021	\$19,600.00
Less the amount the Tenants paid to the Landlord:		-\$2,450.00
Additional costs the Tenants must pay to the Landlord:		\$186.00
<b>Total the Tenants must pay to continue the tenancy:</b>	On or before July 15, 2021	\$17,336.00

2021 CanLII 94534 (ON LTB)