



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

**File Number:** TNL-31642-21

**In the matter of:** 38 TRIBBLING CRESCENT  
AURORA ON L4G4W6

**Between:** Yiqing Dou Landlord

**and**

Michael Armah Tenant

Yiqing Dou (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Armah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 23, 2021. The Landlord's Agent, Qiu Yang Na, and the Tenant attended the hearing. The Tenant's legal representative, Orlando Vinton, attended solely for the purpose of requesting an adjournment.

**Adjournment Request:**

1. The Tenant's legal representative requested an adjournment as he is scheduled for Superior Court. The request was denied for the following reasons.
2. Section 10 of the *Statutory Powers Procedure Act* states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute. I am not convinced the Tenant exercised reasonable efforts to find a lawyer or paralegal able to represent him at the hearing once he became aware of the hearing date. I say this because the Tenant's legal representative was only recently retained and had no knowledge of the details of the Landlord's allegations. I am satisfied the Tenant had sufficient notice of the hearing and has been provided with an adequate opportunity to prepare.

**Preliminary Issue:**

1. Rebecca MacDougall submitted that she ought to be removed as a named party in this matter on the grounds that she vacated the rental unit on January 10, 2021 due to domestic violence and under police escort. She introduced text messages exchanged with the Landlord regarding this issue. This was not challenged by the Landlord or Tenant Michael Armah.

2. Based on the evidence and submissions of the parties, I find it appropriate to remove Rebecca MacDougall as a named tenant.

**Determinations:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from February 1, 2021 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective March 1, 2021.
2. The Tenant is in possession of the rental unit.
3. The lawful monthly rent is \$2,650.00.
4. The Tenant has made no payments since the application was filed.
5. The Landlord collected a rent deposit of \$2,650.00 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 October 1, 2019 to March 1, 2021.
7. 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 Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
8. The Tenant testified that he and his brother Jamal will be relocating to California around the first week of August. Given this, he does not require additional time.

**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 August 20, 2021.
2. The Tenant shall pay to the Landlord \$14,053.88\*, which represents the amount of rent owing and compensation up to August 9, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$87.12 per day for compensation for the use of the unit starting August 10, 2021 to the date the Tenants move 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 20, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 21, 2021 at 2.00% annually on the balance outstanding.

6. If the unit is not vacated on or before August 20, 2021, then starting August 21, 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 August 21, 2021.
8. If, on or before August 20, 2021, the Tenant pay the amount of \$18,736.00\*\* to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated and the Tenant could remain in the unit. If this payment is not made in full and on time, 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 August 21, 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 122062 (ON LTB)

**August 9, 2021**

**Date Issued**

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5



**Dawn Sullivan**

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 February 21, 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 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)	February 1, 2021 to March 1, 2021	\$2,737.12
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 2, 2021 to August 9, 2021	\$14,026.32
Less the rent deposit:		-\$2,650.00
Less the interest owing on the rent deposit:	October 1, 2019 to March 1, 2021	-\$59.56
Amount owing to the Landlord on the order date: (total of previous boxes)		<b>\$14,053.88</b>
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting August 10, 2021:		\$87.12 (per day)
<b>Total the Tenants must pay the Landlord if the tenancy is terminated:</b>		<b>\$14,239.88, + \$87.12 per day starting August 10, 2021</b>

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

<b>Reasons for amount owing</b>	<b>Period</b>	<b>Amount</b>
Arrears:	February 1, 2021 to August 31, 2021	\$18,550.00
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 August 20, 2021	<b>\$18,736.00</b>