



Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-23716-21

In the matter of: 3609, 33 BAY STREET
TORONTO ON M5J2Z3

Between: Xiaowen Sun Landlord

and

Michael Ross Iliev Tenant

Xiaowen Sun (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Ross Iliev (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Xiaowen Sun (the 'Landlord') also applied for an order to terminate the tenancy and evict Michael Ross Iliev (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date (L2 application).

This application was heard by video conference on December 7, 2021.

At 3:30 pm, the Landlord and the Landlord's Agent David Kolin attended the hearing.

Determinations:

1. The Tenant is in possession of the rental unit.
2. The lawful monthly rent is \$2250.00.

N4 Notice, L1 Application

3. The Landlord served the Tenants with an N4 Notice to End Tenancy for Non-payment of Rent (N4 Notice) on July 2, 2021. The date of termination is July 22, 2021.
4. The Landlord is seeking daily compensation and the application filing fee of \$201.00.

5. The Tenant has not paid the total rent the Tenant was required to pay for the period from May 1, 2021 to December 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective July 22, 2021.
6. The Landlord collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from August 5, 2020 to July 22, 2021.
8. The Landlord indicated she had made several attempts to communicate with the Tenant by email, text and phone to discuss the issue and a payment plan. The Tenant did not respond.

N8 Notice, L2 Application

9. The Landlord's L2/N8 application is made pursuant to an N8 notice served on the Tenant on July 23, 2021 with a termination date of September 30, 2021. The lease was month-to-month at the time of service and rent was due on the 1st of every month.
10. Based on the oral testimony of the Landlord and the contents of the N8 notice, I find that the Tenant has persistently failed to pay the rent on the date it was due. As at the date of the hearing, the Tenant has been late in paying rent 6 months in a row that first became due starting November 1st, 2020.
11. The pattern of late payments is unmistakable and persistent.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

Regarding the L1 application:

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 February 20, 2022.
2. The Tenant shall pay to the Landlord \$18,517.16*, which represents the amount of rent owing and compensation up to February 9, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.

3. The Tenant shall also pay to the Landlord \$73.97 per day for compensation for the use of the unit starting February 10, 2022 to the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing* on or before February 20, 2022, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2022 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 20, 2022, then starting February 21, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 February 21, 2022.
7. If, on or before February 20, 2022, the Tenant pays the amount of \$22,200.00** 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.
8. 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 February 21, 2022 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.

Regarding the L2 application:

9. The tenancy between the Landlord and the Tenant is terminated on February 20, 2022. The Tenant must move out of the rental unit on or before February 20, 2022.
10. If the unit is not vacated on or before February 20, 2022, then starting February 21, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 February 21, 2022.

February 9, 2022
Date Issued

Dana Wren
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 August 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 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)	May 1, 2021 to July 22, 2021	\$5,827.40
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	July 23, 2021 to February 9, 2022	\$14,941.94
Less the rent deposit:		-\$2,250.00
Less the interest owing on the rent deposit:	August 5, 2020 to July 22, 2021	-\$2.18
Amount owing to the Landlord on the order date:(total of previous boxes)		\$18,517.16
Plus daily compensation owing for each day of occupation starting February 10, 2022:		\$73.97 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$18,517.16, + \$73.97 per day starting February 10, 2022

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

Reasons for amount owing	Period	Amount
Arrears:	May 1, 2021 to February 28, 2022	\$22,200.00
Total the Tenant must pay to continue the tenancy:	On or before February 20, 2022	\$22,200.00