



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Luo v Beals, 2024 ONLTB 15346

**Date:** 2024-02-29

**File Number:** LTB-L-077307-23

**In the matter of:** Upper unit, 99 CASTLEHILL RD  
BRAMPTON ON L6X4C3

**Between:** Xiao Luo Landlord

**And**

Valerie Beals Tenant

Xiao Luo (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Beals (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 24, 2024.

The Landlord, her support person, Weiqi Liang, and the Tenant attended the hearing.

### Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2024 are \$29,450.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$118.81 is owing to the Tenant for the period from June 25, 2021 to January 24, 2024.

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.
11. The Tenant filed no evidence of any rent which had been paid.
12. As a result, I accept the Landlord's evidence as to the arrears owing.
13. When asked why she did not pay the rent, the Tenant stated that the last time she paid, she received an N12 letter that the Tenant wanted to evict her. The N12 was not before me, so I offer no comment on that.
14. Next, the Tenant argued that the Landlord was to pay 25% of the utilities. The Landlord said that she does not owe the utilities. She argued that the Tenant produced no receipts to show that she had paid these utilities. Neither did she produce the lease. The Landlord argued that she pays for the water. I agree with the Landlord that without proof that the Tenant has paid the utilities, I cannot give this argument any weight.
15. The Tenant could give no real reason for not paying the rent. She is on ODSP. With child support, she has an income of \$3,000/month. The rent is \$2,300. She claims she can pay \$1000/month towards the arrears. I fail to see how this is possible. She only has a surplus of \$700/month.
16. The Tenant claims she needs 3 months move out.
17. Next the Tenant claims there were issues: rodents, no heat for one week, no stove for one month, issues with lights not coming on, the garage door is broken, the front door is glued with super glue, and the front door cannot be used.
18. No evidence was filed of any of these issues.
19. No reason was given for failure to do so.
20. I understand the Tenant has filed a T2 application for these issues to be considered.
21. The Landlord noted that she is a small Landlord.
22. The Landlord claims that when she was notified that there was a heat issue, the Landlord responded right away. The Property manager was sent within 24 hours. I prefer the Landlord's evidence here, as I found her more credible. She testified in a plain and simple manner. She did not exaggerate. I find the heat issue is no longer an issue, and that the Landlord responded in a timely manner.
23. I find that the hardship here rests with the Landlord.
24. As a result, I will not order relief from eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$31,936.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$34,236.00 if the payment is made on or before March 11, 2024. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 11, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 11, 2024**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$26,732.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting January 25, 2024 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before March 11, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 12, 2024 at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 11, 2024, then starting March 12, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 March 12, 2024.

**February 29, 2024**

**Date Issued**

*James W. Campbell*

James Campbell

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground 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 September 12, 2024 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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 29, 2024**

Rent Owing To February 29, 2024	\$31,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$31,936.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 11, 2024**

Rent Owing To March 31, 2024	\$34,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$34,236.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$28,964.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,300.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$118.81
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$26,732.07</b>
Plus daily compensation owing for each day of occupation starting January 25, 2024	\$75.62 (per day)