



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

Citation: Zhai v Kumar, ONLTB 0

Date: 2023-04-25

File Number: LTB-L-047274-22

In the matter of: 52 COPPERWOOD SQUARE
SCARBOROUGH ON M1V2C1

Between: Dongsheng Zhai

And

Jainendra Kumar
Vikky Kumar

I hereby certify this is a
true copy of an Order dated
APRIL 25, 2023

Landlord and Tenant Board

Landlord

Tenants

Dongsheng Zhai (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Jainendra Kumar and Vikky Kumar (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 15, 2023.

The Landlord and the Tenants attended the hearing.

At the hearing, the parties engaged in mediation with hearing officer D. Knight. As a result of the resolution discussion, the parties reached a settlement of all issues arising from the Application for the period up to the date of the hearing.

I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenants with a 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 tenancy shall terminate in a final way without voiding provisions on July 1, 2023.
4. The lawful rent is \$1,439.37. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$47.32. This amount is calculated as follows: \$1,439.37 x 12, divided by 365 days.

6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to March 31, 2023, are \$11,252.67.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,350.00 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.
10. Interest on the rent deposit, in the amount of \$110.19 is owed to the Tenant for the period from December 2, 2017, to June 30, 2023.
11. The Tenant owes the Landlord \$89.00 on the last month rent deposit.
12. The parties agree that the additional rent owing by the Tenants to top up the last month's rent for June 2023 is offset by the interest the Landlord owes the Tenants for the rent deposit. Therefore, no further amounts are owed by either party.
13. The parties agree that there are utility arrears in the amount \$2,625.20 from August 2022 – January 2023. The tenants have privately agreed to pay the utility arrears at \$50.00 per month

It is ordered on consent that:

1. The Tenancy between the Landlord and the Tenants is terminated without voiding provisions on July 1, 2023. The Tenants must move out of the rental unit on or before July 1, 2023.
2. The Tenants shall pay the Landlord \$11,438.67. This amount includes rent arrears up to March 31, 2023, and the cost of filing the application.
3. The Tenant shall pay the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$150.00 per month on the 1st of every month beginning April 1, 2023 until the arrears are paid off.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing (on or before the 1st day of each month) for the period from April 1, 2023 until July 1, 2023.
5. If the unit is not vacated on or before July 1, 2023, the Tenants shall pay the Landlord daily compensation in the amount of \$47.32.
6. If the Tenants fail to make any payment as set out in this order, the full amount becomes due and the monies owing shall bear interest at the post judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006.
7. If the unit is not vacated on or before July 1, 2023, then starting July 2, 2023, 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 2, 2023.

April 25, 2023
Date Issued



Dillanique Knight
Hearing Officer, 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 January 2, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice