



Order under Section 69
Residential Tenancies Act, 2006

File Number: SWL-47412-20

In the matter of: 305, 275 ASKIN AVENUE
WINDSOR ON N9B3R5

Between: Skyline Living Landlord

and

Chen Liu Tenants
Yujing Pan

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Yujing Pan and Chen Liu (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard via video/teleconference on June 17, 2021.

Only the Landlord's Agent Candace Moore attended the hearing. As of 2:51 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. The Landlord served a Notice of Termination effective October 9, 2020 because the Tenants had not paid the total rent the Tenants were required to pay for the period from March 1, 2020 to September 30, 2020.
2. The Tenants were in possession of the rental unit on the date the application was filed by the Landlord with the Board.
3. The monthly rent is \$973.89.
4. The Landlord collected a rent deposit of \$973.89 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 January 1, 2020.
5. The Tenants have not paid anything towards rent to the Landlord after the application was filed with the Board.
6. The Landlord submitted a L1 information update form setting out that the Tenants did not pay the total amount of the rent arrears owing up to June 30, 2021 totalling \$14,609.18.
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 \$14,609.18, plus \$186.00 for the Landlord's cost to file the application - totalling \$14,795.18.

8. The Landlord testified that there have been a number of 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 Tenant. 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. Based on all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to make submissions.

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 August 9, 2021.
2. The Tenants shall pay to the Landlord \$14,523.69*, which represents the amount of rent owing and compensation up to July 29, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$32.02 per day for compensation for the use of the unit starting July 30, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before August 9, 2021, the Tenants will start to owe interest. This will be simple interest calculated from August 10, 2021 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 9, 2021, then starting August 10, 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 10, 2021.
8. 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) \$15,769.07 if the payment is made on or before July 31, 2021, or
 - ii) \$16,742.96 if the payment is made on or before August 9, 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.

9. 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 August 10, 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.



Randy Aulbrook
Member, Landlord and Tenant Board

July 29, 2021
Date Issued

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 10, 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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2021 CanLII 108256 (ON LTB)

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

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	March 1, 2020 to October 9, 2020	\$6,132.33
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	October 10, 2020 to July 29, 2021	\$9,381.86
Less the rent deposit:		-\$973.89
Less the interest owing on the rent deposit:	January 1, 2020 to October 9, 2020	-\$16.61
Amount owing to the Landlord on the order date: (total of previous boxes)		\$14,523.69
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting July 30, 2021:		\$32.02 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$14,709.69, + \$32.02 per day starting July 30, 2021

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

1. If the payment is made on or before July 31, 2021:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to July 31, 2021	\$15,583.07
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before July 31, 2021	\$15,769.07

2. If the payment is made after July 31, 2021 but on or before August 9, 2021:

Reasons for amount owing	Period	Amount
Arrears:	March 1, 2020 to August 31, 2021	\$16,556.96
Additional costs the Tenants must pay to the Landlord:		\$186.00
Total the Tenants must pay to continue the tenancy:	On or before August 9, 2021	\$16,742.96