



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

**Citation:** Tang v Romain-santos, 2024 ONLTB 1010

**Date:** 2024-01-04

**File Number:** LTB-L-028997-23

**In the matter of:** 1620, 275 VILLAGE GREEN SQ  
SCARBOROUGH ON M1S0L8

**Between:** Zi shuan Tang Landlord

**And**

Mikaila Romain-Santos Tenant

Zi shuan Tang (the 'Landlord') applied for an order to terminate the tenancy and evict Mikaila Romain-Santos (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.

This application was heard by videoconference on November 30, 2023.

The Landlord and Landlord's legal representative and the Tenant attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy **and** the claim for compensation in the application. Therefore, the application granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N8 Notice of Termination**

3. On March 29, 2023, the Landlord gave the Tenant an N8 notice of termination deemed served on March 29, 2023. The notice of termination contains the following allegations: the Tenant has been persistently late in paying the Tenant's rent.
4. The Landlord's legal representative submitted that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 7 times during the 13-month period from March 2022 through to March 2023. The Landlord testified that this is a month-to-month tenancy and the monthly rent is \$1,730.00.

5. The Tenant agreed that the rent was paid late as set out in the Notice of Termination. It was also uncontested that since the N8 notice of termination was served, the Tenant has continued to pay the rent late and has made no rent payments from March 2023 to November 2023.
6. The Tenant was required to pay the Landlord \$8,702.14 in daily compensation for use and occupation of the rental unit for the period from July 1, 2023 to November 30, 2023.
7. Based on the Monthly rent, the daily compensation is \$56.88. This amount is calculated as follows: \$1,730.00 x 12, divided by 365 days.
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 \$1,730.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$82.14 is owing to the Tenant for the period from July 1, 2021 to November 30, 2023.
10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

#### Relief from eviction

11. 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 not be unfair to postpone the eviction until January 15, 2024 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant does not dispute that the rent has consistently been late for the period alleged by the landlord. The Tenant testified that this delay was due to a reduction in their work hours around March 2022. However, during the hearing, the Tenant did not submit any evidence or provide a plan to support her ability to pay the rent on time for the remaining tenancy. Additionally, the Tenant testified about her intention to move out of the rental unit but expressed the need for some time to locate a new place to move. The Tenant testified that she does not have any family in the area who could assist her with finding a new place. The Tenant requested until January 2024 to vacate the premises. In the circumstances, I find that this is a relatively short and reasonable extension of the eviction date.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 15, 2024.
2. If the unit is not vacated on or before January 15, 2024, then starting January 16, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 January 16, 2024.
4. The Tenant shall pay to the Landlord \$8,702.14, which represents compensation for the use of the unit from July 1, 2023 to November 30, 2023.

5. The Tenant shall also pay the Landlord compensation of \$56.88 per day for the use of the unit starting December 1, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall **also** pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,812.14 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$7,076.00.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2024 at 7.00% annually on the balance outstanding.

**January 4, 2024**

**Date Issued**

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Joy Xiao

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 of the Tenant expires on July 16, 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.