



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

**Citation:** Wang v Golgoli, 2024 ONLTB 53785

**Date:** 2024-07-26

**File Number:** LTB-L-012260-23

**In the matter of:** 90 Hutt Crescent  
Aurora, ON L4G 0T2

**Between:** Pengxiang Wang Landlord

**And**

Mohammad Mehdi Golgoli Tenant

Pengxiang Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Mehdi Golgoli (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 23, 2024.

The Landlord, the Landlord's Legal Representative Yun Tao Li, the Landlord's witness Will Liu, the Landlord's interpreter Pency Tsai, the Tenant and the Tenant's Neda Jafari attended the hearing. The Tenant met with Tenant Duty Counsel prior to 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 \$2,180.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.67. This amount is calculated as follows: \$2,180.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,180.00 into the LTB since the application was filed.
6. The rent arrears owing to May 31, 2024 are \*\$35,000.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### Section 82 Issues

8. The Landlord's Legal Representative raised a preliminary issue outlining that the Tenant had failed to make the required rent payments to the Board, or the Landlord as directed by the interim order that was issued on April 26, 2024.
9. In the interim order, the Tenant was directed to pay the rent for March and April on or before April 30, 2024, and then pay the rent for May by May 15, 2024. Only one rent payment was made on May 13, 2024.
10. The Tenant argued that he did not receive the interim order until April 26, 2024 despite the matter having been heard in February and that he did not receive his deposit instructions from the Board until May 8, 2024.
11. At the hearing, I permitted the Tenant to raise his issues under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Once the interim order was issued, the Tenant had very little time to comply and the payment instructions themselves were not provided until May 8, 2024.
12. While the Tenant claimed to have received advice from a paralegal to wait until he received the interim order before paying the rent, I find that the delay in the providing of the payment instructions warranted some relief with respect to the expectations of the interim order and I proceeded to hear the Tenant's issues.
13. The Tenant raised issues concerning a basement leak, issues with the hot water tank, the stove, the electricity, vermin, issues with the bathtub, cabinet door replacements, and a smell coming from the dishwasher. The Tenant is seeking a 100% rent abatement for a year for a total of \$26,160.00.
14. The Tenant testified that the water is leaking from the backyard into the unit's basement. The Tenant testified that the leak damaged items he had been storing in the basement.
15. The Tenant testified that the Landlord refused to repair this issue, claiming that the Landlord said the work would be too much.
16. The Tenant testified that the stove is malfunctioning, as the low setting is now high, and the high setting is now low. Further, the Tenant testified that the wiring in the house needs to be changed as according to a friend of the Tenant's, as bulbs have been burning out.
17. The Tenant testified that the unit has rats and that he has been asking the Landlord since January of 2021 to send over pest control, but the Landlord has rejected this request. Further, the one of the unit's bathtubs are not secure, the cabinet doors were loose, and the dishwasher had a smell.
18. The Tenant took issue with the Landlord's efforts to resolve these problems, testifying that the Landlord or his contractors would just come to the unit and take pictures while not actually repairing any items.

19. The Landlord's position with respect to the issues is that the Tenant has refused entry to the Landlord and his agents on numerous occasions when trying to deal with these issues.
20. Entered into evidence were various e-mails threads between the Tenant and the Landlord regarding the issues as alleged.
21. A number of issues were raised on May 3, 2023 by text message by the Tenant. The Landlord agreed to inspect the issue however, the Tenant refused the Landlord entry on May 10, 2023, May 31, 2023, twice June 12, 2023, and also on June 17, 2023 when a technician had attended at the unit.
22. In nearly each response, the Tenant would tell the Landlord that no one would be allowed to enter the unit unless the Landlord agreed to a new lease agreement and repaired all of the defects. On July 22, 2023, the Tenant e-mailed to the Landlord that an inspection was permitted on July 29, 2023 "just for checking" from 12:00 pm to 3:00 pm however no one else was permitted to come at any other time.
23. After contractors attended at the unit on June 29, 2023, the Landlord had sought to make another appointment for repairs. The Landlord had sent a Notice of Entry to the Tenant on August 9, 2023 about a contractor attending on August 14, 2023. The Landlord did not receive a response from the Tenant. A further e-mail was sent to the Tenant detailing the inspection results and dates were provided for further work to be completed.
24. The Tenant responded the same date stating that he had reported all of the issues to an inspector with the City of Aurora. The e-mail goes on to direct the Landlord to stop lying and acting crazy and offered the Landlord to wait until the hearing.
25. The Tenant further rebuffed the Landlord's efforts on November 27, 2023, the Landlords being told by e-mail on November 30, 2023 that the "time for checking and inspection is over" and that the Landlord needs to "make an agreement or wait for hearing".
26. On February 2, 2024, the Tenant provided the Landlord with his list of s. 82 issues. The Landlord responded the same date to try to have someone attend to inspect the unit. On February 21, and 27, 2024, the Landlord e-mailed the Tenant about an inspection. The Tenant never responded.
27. On April 12, 2024, the Tenant told the Landlord to check his s. 82 issues. On April 17, 2024, the Tenant again directed the Landlord to "wait till the hearing" as the Tenant claims that the Landlord has known about the issues for two years and has quotations available.
28. Having considered the evidence of the parties, I am not satisfied on a balance of probabilities that the Landlord is in breach of her responsibilities under s. 20 of the Act, or ss. 22 or 23 of the Act.
29. The Landlord on nearly every occasion responded reasonably to the Tenant with respect to his requests for maintenance, attempting to secure contractors and dates of entry with the Tenant.
30. On nearly every occasion, the Tenant denied entry or simply did not respond to the Landlord.

31. While I can appreciate the Tenant may have been impatient and alleges that the issues had been going on for some time, no evidence was led to show that the Landlord had any time rebuffed his maintenance requests at any time prior to May 2023 when the Tenant's issues were raised.
32. The issue of maintenance requires some cooperation between the Tenant and the Landlord. In this case, the Tenant never gave the Landlord an adequate opportunity to inspect the issues. Despite this, the Landlord was able to have contractors inspect issues, and provide quotes and repairs for same. It is clear to me that the Landlord had always been motivated to comply with the Tenant's requests however, the Tenant seemingly used these alleged issues as a bargaining chip for a new lease. Time and time again the Tenant told the Landlord that he would not permit her to conduct any work unless she agreed to a new lease.
33. As such, The Tenant is not entitled to an abatement of rent.

#### *Last Month's Rent Deposit & Interest*

34. The Landlord collected a rent deposit of \$1,980.00 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.
35. Interest on the rent deposit, in the amount of \$105.94 is owing to the Tenant for the period from September 26, 2021 to May 23, 2024.

#### *Section 83 Considerations*

36. The Tenant alleges that the Landlords refused his cash payments. The Tenant claimed that his last cash payment was made to the Landlord on February 23, 2024. This contradicted the evidence the Tenant gave regarding the instruction from his agent to not pay any rent until the interim order was issued. As such, on this point I do not find the Tenant to be credible.
37. To suggest that he made a cash payment to the Landlord directly after the hearing in which he had requested the Board permit him to make payments into the Board until his issues were resolved, makes no sense whatsoever. Regardless, the Tenant doesn't believe he owes any rent.
38. The Tenant offered a repayment plan of an additional \$400.00 a month until the arrears were repaid. This was despite the fact that the Tenant testified that he and his wife take home approximately \$4,800.00 per month.
39. On a balance of probabilities, I am not satisfied that the Tenant's repayment proposal is reasonable. That said, having determined that the Tenant is not credible based on his cash payment assertion, I don't believe the Tenant has any intent on paying anything towards the arrears.
40. That said, having considered the circumstances eviction will be ordered but will be delayed to August 31, 2024 to allow the Tenant to find a new unit or to void the order.

41. 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 August 31, 2024 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$43,466.00 if the payment is made on or before July 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$45,646.00 if the payment is made on or before August 31, 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 August 31, 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 August 31, 2024.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \*\$35,000.00. 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 \$71.67 per day for the use of the unit starting May 24, 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 August 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2024 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before August 31, 2024, then starting September 1, 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 September 1, 2024.
  10. \$2,180.00 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.\*\*

**July 26, 2024**

**Date Issued**

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**Jagger Benham**

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 March 1, 2025 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: The Board's monetary jurisdiction is \$35,000.00 as outlined under s. 207 of the Act.

\*\*Note: When the LTB 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.

**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 July 31, 2024**

Rent Owing To July 31, 2024	\$45,460.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$2,180.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$43,466.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2024**

Rent Owing To August 31, 2024	\$47,640.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$2,180.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$45,646.00</b>

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

Rent Owing To Hearing Date	\$40,568.41
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$2,180.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,980.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$105.94
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>*\$35,000.00</b>
Plus daily compensation owing for each day of occupation starting May 24, 2024	\$71.67 (per day)