



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wang v Prince, 2023 ONLTB 82139

Date: 2023-12-22

File Number: LTB-L-057300-23

In the matter of: 24 STEEPLECHASE DR
ANCASTER ON L9K1L1

Between: Hai Wang Landlord

And

Susan Prince Tenant
Michael Elston

Hai Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Prince and Michael Elston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 13, 2023.

Only the Landlord and the Landlord's representative Jinxing Want attended the hearing. The Tenant was not present or represented at the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$2,152.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.77. This amount is calculated as follows: \$2,152.50 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 December 31, 2023 are \$41,280.00. The total amount owing for rent by the Tenant to the Landlord thus currently exceeds the Board's jurisdictional limit of \$35,000.00, with the balance being waived by the Landlord on this application.
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 \$2,100.00 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.

Section 83

9. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
10. The Landlord's representative advised that the Landlord has tried to reach out to the Tenants for a repayment plan, without success. It was noted that the arrears are substantial, and the Tenants have not made any payments since the 2022 calendar year.
11. The tenancy commenced in 2016 and the Tenants have children. The Tenants did not attend the hearing, and thus did not provide any evidence that may be relevant to my determination under s. 83. The Landlord indicated the Tenants have been non-communicative.
12. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$41,466.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$43,618.50 if the payment is made on or before January 10, 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 January 10, 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 January 10, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,000.00, which represents the maximum jurisdictional amount for rent owing and compensation. See Schedule 1 for the calculation of the amount owing.

6. If the Tenant does not pay the Landlord the full amount owing on or before January 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 3, 2024 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 10, 2024, then starting January 11, 2024, 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 January 11, 2024.

December 22, 2023
Date Issued

Peter Nicholson
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 July 11, 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 December 31, 2023

Rent Owing To December 31, 2023	\$41,280.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$41,466.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 10, 2024

Rent Owing To January 31, 2024	\$43,432.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$43,618.50

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

Rent Owing To Hearing Date	\$40,047.51
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$35,000.00 the maximum jurisdictional amount for rent owing and compensation

2023 ONLTB 82139 (CanLII)