



Order under Section 69 Residential Tenancies Act, 2006

Citation: Daniels Gateway Rental Communities v Cheang, 2023 ONLTB 78837

Date: 2023-12-14

File Number: LTB-L-052388-23

In the matter of: 1911, 2550 EGLINTON AVE W MISSISSAUGA
ON L5M0Y2

Between: Daniels Gateway Rental Communities Landlord

And

Shelly Cheang and Robert Quinn Tenants

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Shelly Cheang and Robert Quinn (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 22, 2023.

The Landlord's Agent G. Chessie, the Landlord's Legal Representative L. Corsetti and the firstnamed Tenant S. Cheang attended the hearing.

As of 4:46pm, the second-named Tenant, R. Quinn, was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord and the first-named Tenant's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,225.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$73.15. This amount is calculated as follows: \$2,225.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,850.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$10,925.00.
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 \$2,225.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$92.38 is owing to the Tenants for the period from September 18, 2020 to November 22, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and 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.
11. Ms. Cheang agreed that the Tenants owe the arrears alleged by the Landlord. She testified that the second-named Tenant has not been paying rent and that she has had to take out a loan and get a second job to try to cover his portion of the rent. Ms. Cheang and Mr. Quinn were previously in a relationship, but they have broken up. She stated that she wants the Board to terminate the tenancy through a standard eviction order so that she and her child can move out and start over.
12. The Landlord's representative testified that the Landlord has not attempted to negotiate a repayment plan with the Tenants. He advised that the Tenants have been in arrears for a substantial amount of time and have been before the Board before over the issue of arrears. The Board issued an eviction order against these Tenants on March 3, 2023 (LTBL-039359-22), which they voided through a loan, but they were back in arrears within a couple of months. The Landlord sought a standard eviction order.
13. On the evidence before me, I find that the Tenants are unable to pay the rent. Ms. Cheang testified that she no longer wishes to maintain the tenancy. Mr. Quinn did not appear and the Landlord was not aware of any circumstances related to Mr. Quinn that would cause me to delay or deny the eviction. Based on all of the circumstances, I am satisfied that it would be unfair to grant relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$13,336.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,561.00 if the payment is made on or before January 3, 2024. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 3, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 3, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,177.92. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$73.15 per day for the use of the unit starting November 23, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 25, 2023, the Tenants will start to owe interest. This will be simple interest calculated from December 26, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 3, 2024, then starting January 4, 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 January 4, 2024.

December 14, 2023

Date Issued

Angela Long

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 4, 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 Tenants 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 | \$15,000.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$1,850.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants is entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$13,336.00 |

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 3, 2024

| | |
|---|--------------------|
| Rent Owing To January 31, 2024 | \$17,225.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$1,850.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants is entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$15,561.00 |

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

| | |
|---|----------------------|
| Rent Owing To Hearing Date | \$12,159.30 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$1,850.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount of the last month's rent deposit | - \$2,225.00 |
| Less the amount of the interest on the last month's rent deposit | - \$92.38 |
| Less the amount the Landlord owes the Tenants for an {abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants is entitled to | - \$0.00 |
| Total amount owing to the Landlord | \$8,177.92 |
| Plus daily compensation owing for each day of occupation starting November 23, 2023 | \$73.15 (per day) |