



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

**Citation:** Steeves and Rozema Enterprises Limited v Li, 2023 ONLTB 65127

**Date:** 2023-09-29

**File Number:** LTB-L-036641-23

**In the matter of:** 902, 2 Quebec St  
Guelph ON N1H2T2

**Between:** Steeves and Rozema Enterprises Limited Landlord

**And**

Yix In Li and Yu Mei Feng Tenants

Steeves and Rozema Enterprises Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Yix In Li and Yu Mei Feng (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 14, 2023. The Landlord's legal representative Julian Shumka attended the hearing. The Tenant Yixin Li attended the hearing on behalf of both Tenants and stated that the other Tenant Yu Mei Fang is away in China.

**Preliminary Issues:** The application is amended on consent to reflect the correct spelling of Yix In Li's first name to Yix In. The application is further amended on consent to reflect the correct amount for the monthly rent inclusive of parking to \$1,656.97.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,656.97. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.48. This amount is calculated as follows: \$1,656.97 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2023 are \$14,786.52.
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 \$1,563.00 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 \$93.72 is owing to the Tenants for the period from September 1, 2019 to September 14, 2023.
10. The Landlord states a letter was included with the N4 Notice which invited the Tenants to contact the Landlord regarding a payment plan for the arrears. The Landlord stated that the Tenant Yix In Li is self-employed but currently has no income to pay the monthly rent or the arrears which undisputed by the Tenant.
11. The Tenant does not dispute the amount of arrears owing and stated he will be going to China in October 2023 to bring his wife back who is the other Tenant. He states she has been in China for the past two months. He states he is going to China to sign paperwork regarding his father's estate so the house owned by his father can be sold as his father passed away 6 months ago. He states he will then have money to pay the arrears and will be returning to Canada on December 26, 2023. The Tenant requests a payment plan for the arrears.
12. The Landlord opposes a payment plan. The Landlord submits that the Tenant produced no documentation which supports that he is a beneficiary of his father's estate, it is unknown how long it will take for his father's house to be sold and when the estate will be releasing money to the Tenant. The Landlord consents to extending the termination date of the tenancy to October 31, 2023.
13. I agree with the Landlord's submission and as it is unknown if and when the Tenant would be receiving any money from his father's estate in China. As this is what Yix In Li would be relying upon to pay the arrears and the ongoing monthly rent, I do not find that a payment plan is viable.
14. 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 October 31, 2023 pursuant to subsection 83(1)(b) of the Act. The Landlord consents to postponing the termination date. The Tenants have made no payments since the application was filed, the rent arrears are significant, and I find a payment plan is not viable. As the Tenants are not able to currently pay the ongoing monthly rent and the arrears, I find the tenancy must be terminated unless the Tenants void this order.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$14,972.52 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$16,629.49 if the payment is made on or before October 31, 2023. 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 October 31, 2023 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 October 31, 2023**
  5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,421.55. 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 \$54.48 per day for the use of the unit starting September 15, 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 October 10, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 11, 2023 at 6.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before October 31, 2023, then starting November 1, 2023, 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 November 1, 2023.

**September 29, 2023**

**Date Issued**

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Kimberly Parish

Member, Landlord and Tenants 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 May 1, 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 September 30, 2023**

Rent Owing To September 30, 2023	\$14,786.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,972.52</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2023**

Rent Owing To October 31, 2023	\$16,443.49
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$16,629.49</b>

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

Rent Owing To Hearing Date	\$13,892.27
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,563.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$93.72
<b>Total amount owing to the Landlord</b>	<b>\$12,421.55</b>
Plus daily compensation owing for each day of occupation starting September 15, 2023	\$54.48 (per day)