



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

**Citation:** Chinese Community Building Corporation c/o The Regional Group v Poon, 2023  
ONLTB 54248

**Date:** 2023-07-27

**File Number:** LTB-L-020234-23

**In the matter of:** 501, 80 FLORENCE ST  
OTTAWA ON K1R7W6

**Between:** Chinese Community Building Corporation c/o Landlord  
The Regional Group

**And**

Aidan Poon Tenant

Chinese Community Building Corporation c/o The Regional Group (the 'Landlord') applied for an order to terminate the tenancy and evict Aidan Poon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes

This application was heard by videoconference on July 5, 2023 and July 26, 2023. The Landlord's representative, David Lyman, the Landlord's agent, and the Tenant's son, Clement Poon ('CP'), attended the hearing. Mr. Poon was authorized to represent the Tenant.

### **Adjournment Request:**

1. On July 5, 2023, CP attended the hearing and explained that his father was admitted to hospital on June 30, 2023. CP indicated that doctors were currently assessing his father's capacity. His father would not be participating in this proceeding and CP requested an adjournment of six weeks.
2. It was the evidence of the Landlord that a social worker from the hospital contacted them to advise that the Tenant would likely be unable to return to the rental unit or to live independently.
3. Given the circumstances, I found it reasonable and appropriate to adjournment this matter until July 26, 2023.

### **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 \$849.54. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$27.93. This amount is calculated as follows: \$849.54 x 12, divided by 365 days.
5. The Tenant has paid \$1,632.64 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$10,084.06.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. At the hearing on July 26, 2023, CP stated that his father is unable to return to the rental unit as he will require more care. He and his siblings will coordinate the removal of his father's possessions from the rental unit. CP indicated that they would need approximately four weeks to coordinate their father's relocation.
11. As explained at the hearing, the earliest this eviction order can be filed with the Sheriff is August 8, 2023. Landlord representative advised that the Sheriff's processing time in Ottawa is approximately five weeks. While this time frame cannot be guaranteed, I believe the time provided to the Tenant's family in this order is reasonable. The arrears are substantial, and I believe delaying the eviction date would be prejudicial to the Landlord.

**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:**
  - \$10,270.06 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$11,119.60 if the payment is made on or before August 7, 2023. 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 7, 2023 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 7, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,146.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$27.93 per day for the use of the unit starting July 27, 2023 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 8, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 7, 2023, then starting August 8, 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 August 8, 2023.

**July 27, 2023**  
**Date Issued**

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Dawn Sullivan  
Vice Chair, 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 February 8, 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 July 31, 2023**

Rent Owing To July 31, 2023	\$11,716.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,632.64
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,270.06</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 7, 2023**

Rent Owing To August 31, 2023	\$12,566.24
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,632.64
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,119.60</b>

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

Rent Owing To Hearing Date	\$11,593.34
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,632.64
<b>Total amount owing to the Landlord</b>	<b>\$10,146.70</b>
Plus daily compensation owing for each day of occupation starting July 27, 2023	\$27.93 (per day)