



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ling Li v Simon Liu, 2023 ONLTB 42172

Date: 2023-06-07

File Number: LTB-L-077606-22

In the matter of: Basement, Room 1, 53 BEACHAM CRES
SCARBOROUGH ON M1T1M9

Between: Ling Li Landlord

And

Simon Liu Tenant

Ling Li (the 'Landlord') applied for an order to terminate the tenancy and evict Simon Liu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2023.

The Landlord, the Landlord's legal representative, Marshall Yarmus, and the Tenant attended 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 \$556.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.30. This amount is calculated as follows: \$556.60 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 May 31, 2023, are \$5,566.00.
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'). In particular, I have considered that the Tenant lives alone in the rental unit and has lived there since sometime in 2021. The Tenant says that he currently has no income because he was working for a rideshare

program, but he got in a car accident which meant that his car required extensive repairs. The Tenant says that, once his car is repaired, he will be employed again with the rideshare program and he expects to earn an average of \$3,000.00 per month.

10. The difficulty with the Tenant's testimony on this point is that he provided no documentary evidence to support any aspect of his story. He failed to provide any documentation to establish that he currently has a job with rideshare. Although he did show me a text message that says "we'll let you know when you can take trips" this does not establish that he currently has a driving position nor does it establish that he is guaranteed to be given driving trips once his car is repaired. The Tenant also failed to provide any documentary evidence to support his testimony that he was in a car accident or that his car is currently being repaired. If the Tenant's testimony were true, it would have been easy to take pictures of his damaged car or obtain a written estimate of the required repairs. I would also note that the Tenant's testimony on this point his point was rather vague and lacked sufficient detail. For this reason, I do not find the Tenant to be credible when he says he will earn an average of \$3,000.00 per month once his car is repaired. In the absence of sufficient evidence, I am not satisfied that the Tenant is currently employed or that he is likely to earn the \$3,000.00 per month that he describes.
11. I have also considered that the Tenant has not made any payments towards the monthly rent since August 2022. This is despite the fact that the monthly rent is only \$556.60 which is considered quite low in the current rental market. Even if the Tenant was experiencing car trouble, the fact that he failed to make any payments at all towards the rent for the last 10 months suggests that the Tenant is either unwilling or unable to prioritize his rent. The Tenant is requesting relief in the form of a payment plan, but in the absence of any demonstration of a willingness to make any payments towards the rent, I am not satisfied that the Tenant will be able to adhere to the payment plan he is suggesting.
12. Finally, I have considered that this is a small Landlord and she has been financially impacted by the Tenant's complete failure to make any payments towards the rent for many months.
13. Based on the evidence before me, and after considering all of the circumstances, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. This order contains all of the reasons within it and no further reasons will be issued.

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:**
 - \$6,308.60 if the payment is made on or before June 18, 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 June 18, 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 June 18, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,652.90. 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 \$18.30 per day for the use of the unit starting May 26, 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 June 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before June 18, 2023, then starting June 19, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 June 19, 2023.

June 7, 2023
Date Issued

 Laura Hartslief
 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 December 19, 2023, 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 June 18, 2023

Rent Owing To June 30, 2023	\$6,122.60
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	\$6,308.60

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

Rent Owing To Hearing Date	\$5,466.90
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	- \$
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	\$5,652.90
Plus daily compensation owing for each day of occupation starting May 26, 2023	\$18.30 (per day)