



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jinlun Li v Yong Chen, 2023 ONLTB 40709

Date: 2023-05-30

File Number: LTB-L-068953-22

In the matter of: 17 CHEESEMAN DR
MARKHAM ON L3R3G3

Between: Jinlun Li Landlord

And

Yong Chen Tenant

Jinlun Li (the 'Landlord') applied for an order to terminate the tenancy and evict Yong Chen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **This is the L1 application.**

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Landlord requires possession of the rental unit for the purpose of residential occupation. **This is the L2 application.**

These applications were heard by videoconference on May 17, 2023.

Only the Landlord attended the hearing. The Landlord was represented by Jiajia Lin.

As of 10:17am, the Tenant 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's evidence.

Determinations:

1. The Landlord's L2 application is based on a N12 notice of termination served to the Tenant on November 3 2022 with a termination date of January 31, 2023 pursuant to subsection 48(1) of the Act.
2. By way of background, this is a month-to-month tenancy.
3. Pursuant to subsection 72(1) of the Act, the Landlord filed a copy of the declaration confirming he requires the rental unit for his own personal use and that he intends to live there with his spouse for a minimum of one year.
4. At the hearing, the Landlord testified that he currently lived with his two sons and that the household comprised of 10 people; that it was crowded and noisy and that he required a quieter space of his own.

5. Pursuant to section 48.1, the Landlord's uncontested evidence was the compensation required under this section was paid to the Tenant by waiving the rent for January 2023.
6. Further, the Landlord had not previously served a N12 to any of his tenants.
7. The Landlord seeks a termination of the tenancy.
8. Based on the uncontested evidence before the Board, I find the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year. As such, the Landlord's request for eviction is granted.

L1 APPLICATION

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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 \$17,500.00.
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 \$2,000.00 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.
9. Interest on the rent deposit, in the amount of \$193.42 is owing to the Tenant for the period from April 23, 2017 to May 17, 2023.
10. Based on my finding on the L2 application, the tenancy is terminated and so there can be no opportunity to void termination by paying the outstanding arrears claimed on the L1 application.
11. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before June 10, 2023**
2. The Tenant shall pay to the Landlord \$14,389.81. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting May 18, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 11, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 10, 2023, then starting June 11, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 11, 2023.

May 30, 2023
Date Issued

Sonia Anwar-Ali
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 11, 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$18,897.23
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount of the credit that the Tenant is entitled to (compensation)	- \$2,500.00
Total amount owing to the Landlord	\$14,389.81
Plus daily compensation owing for each day of occupation starting May 18, 2023	\$82.19 (per day)