



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kuan v Reid, 2023 ONLTB 37665

Date: 2023-05-29

File Number: LTB-L-002732-23

In the matter of: A, 75 Bradshaw Street
Bowmanville Ontario L1C2H4

Between: Fong Fan Kuan Landlord

And

Amy Reid and Heather Reid Tenants

Fong Fan Kuan (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Reid and Heather Reid (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 27, 2023.

The Landlord and the Tenants attended the hearing.

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 \$1,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$11,650.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenants agreed to the amount of arrears owing.
10. The Tenants are mother and daughter and testified that the arrears accrued due to a lack of income. The daughter testified that she broke her foot and was unable to earn her full income, and that "it is hard to catch up." She works part time at Metro and stated that she

earns approximately \$1,200.00 per month. She stated that she is looking for a second job. The mother stated that she receives pension income of \$1,827.50 per month. The Tenants proposed a payment plan by which they would pay \$500.00 per month toward arrears in addition to their monthly rent for 18 months.

11. The Landlord testified that he has run out of patience as the Tenants have been experiencing lack of income and difficulties remaining current with rent for 5 years. The N4 Notice shows arrears back to 2018. He testified that he does not believe that the Tenants would be able to adhere to a payment plan but would agree to give the Tenants two months to vacate the rental unit. He testified that he is experiencing financial hardship as he pays \$1,200.00 monthly for the mortgage on the two-unit rental complex in addition to property taxes and water and that he relies on the rental income to meet his expenses.
12. I find that the issue with rent arrears is long-standing. While the Tenants paid the monthly rent after the application was filed, they did not make any good faith payments toward the considerable arrears owing. Their stated combined monthly income is slightly over \$3,000.00 with a monthly rent of \$1,000.00. They did not provide evidence of other significant expenses. They did not explain why, if they are able to pay \$500.00 toward arrears monthly going forward, that they have not made any payments.
13. The Landlord offered to provide 2 months for the Tenants to vacate the rental unit. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and due to the date of this order, I find that it would not be unfair to postpone the eviction until June 15, 2023 pursuant to subsection 83(1)(b) of the Act.

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 (*less any payments made since the date of the hearing*):**
 - \$13,851.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,851.00 if the payment is made on or before June 15, 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 June 15, 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 June 15, 2023**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,738.76. 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 Tenants shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting March 28, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 16, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2023, then starting June 16, 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 June 16, 2023.

May 29, 2023
Date Issued

Margo den Haan
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 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2023

Rent Owing To May 31, 2023 <i>(less any payments made since the date of the hearing)</i>	\$18,650.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenants must pay to continue the tenancy (less any payments made since the date of the hearing)	\$13,851.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2023

Rent Owing To June 30, 2023 <i>(less any payments made since the date of the hearing)</i>	\$19,650.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenants must pay to continue the tenancy (less any payments made since the date of the hearing)	\$14,851.00

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

Rent Owing To Hearing Date	\$16,537.76
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,000.00
Total amount owing to the Landlord	\$11,738.76
Plus daily compensation owing for each day of occupation starting March 28, 2023	\$32.88 (per day)

