



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

Citation: Hui Liang v Xue feng Hou, 2023 ONLTB 34394

Date: 2023-05-22

File Number: LTB-L-059180-22

In the matter of: Unit 2812, 50 ORDNANCE ST TORONTO
ON M6K0C9

Between: Hui Liang Landlord

And

Xiang long Hou and Xue feng Hou Tenant

Hui Liang (the 'Landlord') applied for an order to terminate the tenancy and evict Xiang long Hou and Xue feng Hou (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's representative Cuiwen Hu 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 5, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,000.00. It was due on the 1st day of each month.
5. The Tenant has paid \$9,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 5, 2023 are \$5,026.70.
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 \$2,250.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$69.84 is owing to the Tenant for the period from June 1, 2021 to March 5, 2023.
10. The parties disagreed over the outstanding rent arrears.

File Number: LTB-L-059180-22

11. The Landlord stated that the total arrears, up to March 05, 2023, when the Tenant vacated the unit was \$5,026.71. The Landlord explained that he gave the Tenant a Notice of Rent Increase from \$2,250.00 to \$2,900.00 on April 29, 2022, effective August 01, 2022. The Landlord claims that the Tenant refused to pay the rent increase difference since August 01, 2022, because he had already paid his annual rent to the Landlord on June 01, 2022 and will not pay the rent difference between \$2,250.00 to \$2,900.00.
12. In response, the Tenant agreed that she had not paid her rent difference of \$5,026.71 effective August 01, 2022 but claims he does not owe the rent difference of \$5,026.71 because the Landlord instructed him in June 2022 to send a one-year rent payment cheque in the monthly rent payment of \$2,250.00, and not the \$2,900.00 monthly rent payment, effective August 01, 2022.
13. As the applicant in this proceeding, the Landlord provided an L1/L9 update sheet to the Board as evidence of the current state of accounts, which shows the payment period the Tenant had refused to pay the rent difference. On his part, the Tenant could not provide evidence to show that the Landlord instructed him on the rent payment from June 01, 2022. He also stated that he issued a one-year cheque to the Landlord; however, the Tenant could not produce a copy of the cheque or account withdrawals to the Board as evidence.
14. Given these circumstances, I find the Landlord's evidence to be accurate, on a balance of probabilities, and the total arrears to be \$5,026.71. Therefore, the Tenant will be ordered to pay to the Landlord the rent arrears owing up to March 05, 2023, the date the Tenant moved out of the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 5, 2023, the date the Tenant moved out of the rental unit
2. The Tenant shall pay to the Landlord \$2,892.86. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 30, 2023 at 6.00% annually on the balance outstanding.

May 18, 2023

Date Issued

Percy Laryea

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

File Number: LTB-L-059180-22

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$14,026.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
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	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$69.84
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	\$2,892.86

