



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

Citation: Cheuk Kee Chou v Moein Hashemzadeh, 2023 ONLTB 34532

Date: 2023-05-09

File Number: LTB-L-026373-22

In the matter of: 10 ISABELLA PEACH DR
MARKHAM ON L6C0Z1

Between: Cheuk Kee Chou Landlord

And

Hamideh Bagheritirtashi Tenants
Moein Hashemzadeh

Cheuk Kee Chou (the 'Landlord') applied for an order to terminate the tenancy and evict Hamideh Bagheritirtashi and Moein Hashemzadeh (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants's rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 18, 2023.

Only the Landlord's Legal Representative H. Chan attended the hearing.

As of 10:17 a.m., the Tenants were 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of May 20, 2023 and pay compensation in the amount of \$30,145.23.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 31, 2022, the Landlord gave the Tenants an N8 notice of termination deemed served on March 31, 2022. The notice of termination contains the following allegations: The Tenants have paid rent late 14 times out of the last 19 months starting from June 2020 rent to December 2021.
4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 01 day of each month. The rent has been paid late 14 times in the past 19 months.

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June 2020	Paid June 13, 2020
July 2020	Paid July 2, 2020
August 2020	Paid on time
September 2020	Paid September 23, 2020
October 2020	Paid October 3, 2020
November 2020	Paid November 3, 2020
December 2020	Paid December 2, 2020
January 2021	Paid January 4, 2021
February 2021	Paid on time
March 2021	Paid on time
April 2021	Paid on April 2, 2021
May 2021	Paid on time
June 2021	Paid on time
July 2021	Paid on July 8, 2021
August 2021	Paid on October 3, 2021
September 2021	Paid on December 16, 2021
October 2021	Paid on February 4, 2022
November 2021	Paid on March 17, 2022
December 2021	Paid on March 19, 2022

5. The Landlord's Legal Representative stated that the Tenant has not made a single payment since May 9, 2022. The Tenant is unresponsive to Landlord's attempts to communicate.
6. The Tenants was required to pay the Landlord \$29,959.23 in daily compensation for use and occupation of the rental unit for the period from June 1, 2022 to April 18, 2023.
7. Based on the Monthly rent, the daily compensation is \$93.04. This amount is calculated as follows: \$2,830.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. There is no last month's rent deposit as it was used against one of the rent arrears in the past.
10. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 20, 2023.
2. If the unit is not vacated on or before May 20, 2023, then starting May 21, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 21, 2023.

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4. The Tenants shall pay to the Landlord \$29,959.23, which represents compensation for the use of the unit from June 1, 2022 to April 18, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenants shall also pay the Landlord compensation of \$93.04 per day for the use of the unit starting April 19, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants owes the Landlord is \$30,145.23.
8. If the Tenants does not pay the Landlord the full amount owing on or before May 20, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 21, 2023 at 6.00% annually on the balance outstanding.

May 9, 2023

Date Issued

Sheena Brar

Member, Landlord and Tenants 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 of the Tenants expires on November 21, 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.