



Order under Section 69 Residential Tenancies Act, 2006

Citation: Liang v Lovely, 2023 ONLTB 31050

Date: 2023-04-19

File Number: LTB-L-051856-22

In the matter of: 1, 216 BAY ST
Ottawa ON K1R5Y9

Between: David Liang Landlord

And

Jeff Lovely Tenant

David Liang (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff Lovely (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 28, 2023. The Landlord and the Landlord's representative, Trevor Jacquard, attended the hearing. As of 2:57 pm, 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 served the Tenant with a valid Notice to End the 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 Landlord testified that the Tenant rents four rooms/units that form a single rental unit with one shared kitchen and one shared bathroom. These four rooms or units, to include the kitchen and bathroom, are rented to the Tenant through a single tenancy agreement effective August 1, 2022, that was ordered on consent at the hearing for LTB-L-019855-22 on July 12, 2022, with the order issued on July 20, 2022.
3. For the reasons provided in paragraph 2 above, I am satisfied that the rental unit is correctly identified in the N4 served to the Tenant, pursuant to s. 43(1)(a) of the *Residential Tenancies Act, 2006* (the "Act"). The Landlord requested that his L1 application be amended to reflect the rental unit correctly, with all units/rooms listed, as identified in the N4. I granted the Landlord's request, in accordance with the Board's Rule of Procedure 15.4, on the basis that the amendment was a clerical correction that was not prejudicial to the Tenant.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,050.00. It is due on the 1st day of each month.

6. Based on the monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
7. The Tenant has paid \$8,300.00 to the Landlord since the application was filed.
8. The rent arrears owing from the start of the current tenancy of August 1, 2022 to March 31, 2023 are \$5,750.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Landlord testified that in January and February 2023 his agent, building superintendent Conrad Touchette, tried to negotiate a repayment of the arrears with the Tenant, in person, but the Tenant was non-committal about any plan for the payment of the arrears. The Landlord testified further that the Tenant never proposed a repayment plan to him.
12. 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.
13. The Landlord was not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, nor was the Tenant or his representative present at the hearing to provide submissions with respect to the Tenant's relief from eviction. For these reasons, it would be unfair to the Landlord to grant the Tenant with eviction relief.

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:**
 - \$7,986.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,773.20. 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 \$67.40 per day for the use of the unit starting March 29, 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 April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2023, then starting May 1, 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 May 1, 2023.

April 19, 2023
Date Issued

Frank Ebner
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 November 1, 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 April 30, 2023

Rent Owing To April 30, 2023	\$16,100.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,300.00
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	\$7,986.00

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

Rent Owing To Hearing Date	\$13,887.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,300.00
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	- \$0.00
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	\$5,773.20
Plus daily compensation owing for each day of occupation starting March 29, 2023	\$67.40 (per day)