



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

**Citation:** Cho v Lee, 2023 ONLTB 30238

**Date:** 2023-04-12

**File Number:** LTB-L-003416-22

**In the matter of:** 4607, 87 Peter Street Toronto  
ON M5V2G4

**Between:** Wing Fai Cho Landlord

**And**

Destine Vera Lee Tenant

Wing Fai Cho (the 'Landlord') applied for an order to terminate the tenancy and evict Destine Vera Lee (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on September 21, 2022. The Landlord, Landlord's agent J. Tay, Tenant and Tenants' legal representative M. Goldgrub attended the hearing.

**Determinations:**

1. This L1 application was filed on January 22, 2022.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, however, the Tenant has paid the rent in full and on time since the Landlord served the Tenant with the N8 Notice of Termination and filed the application. Therefore, the tenancy shall continue, if the Tenant pays the rent in full on time for a period of twelve consecutive months.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

4. On January 20, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on that date. The notice of termination contains the following allegations:
  - The Tenant was persistently late in paying the Tenant's rent on the date it was due for 10 consecutive months.

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5. The rent is due on the first day of each month. The rent was paid late 10 times for the months of April 2021 through to and including January 2022. However, since the Tenant was served with the N8 Notice of Termination, the Tenant has paid the rent in full and on time, every month thereafter.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Relief from eviction

8. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord the lawful monthly rent on or before the first day of each month for a twelve- month period commencing May 1, 2023 through April 1, 2024.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant owes the Landlord is \$186.00.

6. 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.

**April 12, 2023**

**Date Issued**

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Donna Adams

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.

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