



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

Citation: Cheung v Lin, 2023 ONLTB 27443

Date: 2023-03-29

File Number: LTB-L-045947-22

In the matter of: 16 INDIGO STREET
RICHMOND HILL ON L4S1W2

Between: Wang chuen Cheung Landlord

And

Elina Tsai and Elizabeth Lin Tenant

Wang chuen Cheung (the 'Landlord') applied for an order to terminate the tenancy and evict Elina Tsai and Elizabeth Lin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 13, 2023.

Only the Landlord attended the hearing. The Landlord was represented by Daniel Wong.

Also in attendance was the Landlord's Cantonese-language interpreter Fabian Siu.

As of 1:53pm, 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 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.

PRELIMINARY ISSUE

2. At the hearing, it became apparent that the N4 notice of termination included utilities which were separate from the rent and fluctuated each month.

3. Subsection 59(2) of the Act states:

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, **the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.**

[Emphasis added.]

4. Since the N4 notice of termination included charges that were not solely rent arrears, I find that the N4 notice of termination is defective.
5. At this point, the Landlord elected to proceed with an order for arrears and costs only.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2023 are \$33,000.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. An order shall issue accordingly.

It is ordered that:

1. The Tenant shall pay to the Landlord \$33,186.00 which represents the arrears and costs owing to March 31, 2023.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 10, 2023 at 5.00% annually on the balance outstanding.

March 29, 2023

Date Issued

Sonia Anwar-Ali

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.