



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

Citation: Zhou v Hu, 2023 ONLTB 26122

Date: 2023-03-16

File Number: LTB-L-037148-22

In the matter of: UPPER UNIT, 191 HELEN AVENUE MARKHAM
ON L3R1J7

Between: Manli Zhou Landlord

And

Danyan Lu Tenants
Rui Gong
Xiaodong Hu

Manli Zhou (the 'Landlord') applied for an order to terminate the tenancy and evict Danyan Lu, Rui Gong and Xiaodong Hu (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 March 8, 2023.

Only the Landlord, the Landlord's Legal Representative, Jiangring Guo, attended the hearing.

As of 10:28 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. The Landlord in good faith require possession of the rental unit for the purpose of residential occupation for themselves for a period of at least one-year. I say this for the reasons that follow.
2. The Landlord's application is based on a notice of termination issued pursuant to s.48 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Landlords wish to live in the rental unit. The notice is dated June 28, 2022 and sets out a date for termination of the tenancy of August 31, 2022.
3. The Tenants were in possession of the rental unit on the date the application was filed.

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4. The monthly rent is \$2,226.00. It is due the 1st day of the month.
5. The rent is paid to March 31, 2022.
6. Based on the Monthly rent, the daily compensation is \$73.18. This amount is calculated as follows: \$2,226.00 x 12, divided by 365 days.
7. The Landlord collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$187.15 is owing to the Tenants for the period from August 1, 2017 to March 8, 2023.
8. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
9. The Landlord compensated the Tenants an amount equal to one month's rent pursuant to section 55 of *Residential Tenancies Act, 2006* (the 'Act') by the termination date in the notice; the compensation was paid on August 31, 2022; the Tenants were advised not to pay August 2022 rent and it would be applied to that month.
10. The Landlord has not served a previous N12 in the last 2 years.
11. 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 postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act. The Landlord's Legal Representative submitted that at the Landlord was fie with giving the Tenants until April 30th so the last month rent deposit can be applied to that month.
12. This order contains all the reasons for the decision within it. No further reasons shall be issued.

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 April 30, 2023.
2. The last month rent deposit shall be applied to rent for the month of April 2022.
3. The Landlord shall pay to the Tenant the balance of interest owing on the last month rent deposit in the amount of \$161.15.
4. 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.
5. 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.
6. If the Tenants do not vacate the rental unit on or before April 30, 2023, the Landlord is authorized to charge the Tenant \$73.18 per day for compensation for the use of the unit starting May 1, 2023 to the date the Tenants move out of the unit.

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7. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

March 16, 2023

Date Issued

Diane Wade

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 of the Tenant 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.

