



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

Citation: Elm Place Inc. v Yook, 2023 ONLTB 20699

Date: 2023-02-21

File Number: LTB-L-018023-22

In the matter of: 607, 4 GOLDFINCH CRT
NORTH YORK ON M2R2C3

Between: Elm Place Inc. Landlord

And

Eonjoo Yook Tenants Sun Oun Moon

Elm Place Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Eonjoo Yook and Sun Oun Moon (the 'Tenants') because the Tenants did not pay the rent the Tenants owe.

Elm Place Inc. (the 'Landlord') also applied for an order to terminate the tenancy and evict Eonjoo Yook and Sun Oun Moon (the 'Tenants') because:

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

This application was heard by videoconference on February 8, 2023.

The Landlord's Agent Andrea Jones and the Landlord's Legal Representative Bryan Rubin and the Tenant Eonjoo Yook attended the hearing.

Determinations:

L1 Application

1. At the hearing, the Landlord requested consent of the Board to withdraw their L1 application. Pursuant to section 200(4) of the *Residential Tenancies Act, 2006* (the Act), I consented to the withdrawal of the application.

L2 Application

2. The Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenants have persistently failed to pay rent when it was due.
3. The Tenants are to pay rent to the Landlord on the first of every month and the tenancy is month to month.
4. The Tenants were in possession of the rental unit on the date the application was filed.

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5. On March 23, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges the Tenants have failed to pay the monthly rent on time and in full for 13 consecutive months starting March 1, 2021 until March 1, 2022. The Tenants did not dispute the claims on the N8 Notice.
6. I find on a balance of probabilities, the Tenants have persistently failed to pay the rent on the date it was due.

Section 83 Considerations

7. The Landlord sought eviction within eleven days of this order. They submitted the payment pattern of the Tenants had not improved since the N8 Notice was served on them and the last payment received from the Tenants was in June of 2022.
8. The Tenants submitted the household is made up of three persons. Ms. Yook, her husband and her 93 year old mother in law who is in poor health. Ms. Yook stated that the recent sale of her business closes at the end of March 2023. She also stated she is waiting for the deposit from the purchaser to clear her bank account and that she can pay the monthly rent on time starting March 1, 2023. The Tenants acknowledged the Landlord has been very patient with them and requested an opportunity to maintain the tenancy.
9. 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. The Tenants were adamant they can pay the monthly rent on time going forward. I heard no evidence that this tenancy has been before the Board for the same issue before. Termination is a remedy of last resort and I find the Tenants should be given an opportunity to maintain the tenancy with an order to pay the monthly rent on time and in full for a period of one year.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord the full rent owing on or before the first day of each month for a period of 12 consecutive months commencing March 1, 2023 up to and including February 1, 2024.
2. If the Tenants fail to comply with the conditions set out in paragraph 1 above, then, within 30 days of the breach, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. 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 Tenants.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing this application.
4. If the Tenants do not pay the Landlord the full amount owing on or before March 4, 2023, they will start to owe interest. This will be simple interest calculated from March 5, 2023 at 5.00% annually on the balance outstanding.

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5. The Landlord's L1 application is dismissed.

February 21, 2023

Date Issued

John Cashmore

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.