



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Chung v Antonio, 2023 ONLTB 18518

**Date:** 2023-02-06

**File Number:** LTB-L-064971-22

**In the matter of:** 296 BARTLETT AVE  
TORONTO ON M6H3G6

**Between:** Harriet ho-yin Chung Landlord

**And**

Ebenezer Yeboah Tenants  
Kenneth Antonio  
Nathan Lauzon

Harriet ho-yin Chung (the 'Landlord') applied for an order to terminate the tenancy and evict Ebenezer Yeboah, Kenneth Antonio and Nathan Lauzon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 31, 2023. Only the Landlord's agent, Peter Zou, attended the hearing on behalf of the Landlord. As of 1:56pm, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The application is amended to reflect the Tenant, Nathan Lauzon, as part of the application. The Tenant was listed as a Tenant on the N4 Notice and was incorrectly named on the Landlords application and subsequent notice of hearing. I am satisfied that Nathan Lauzon was aware of the hearing based on a conversation they had with the Landlord's agent on December 27, 2022 when the agent attended the property and spoke with them regarding the outstanding rent.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. 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.
5. The Tenants have paid \$3,000.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2023 are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$73.81 is owing to the Tenants for the period from August 1, 2021 to January 31, 2023.
10. The Landlords agent was unable to get ahold of the Tenants by phone email or otherwise regarding making a payment arrangement for the arrears until the Landlords agent attended the property and waited outside the rental unit for upwards of 7 hours to try to get one of the Tenants at home to have a discussion. It was only after this discussion that the Tenants finally made a payment of \$3,000.00 towards the arrears.
11. Also worth noting is that there was a previous order under LTB-L-010243-22 where the Tenants were required to pay to the Landlord \$24,000.00 in rent arrears to August 31, 2022 and the \$186 application filing fee. It was the Landlords evidence that the Tenants have not paid those arrears either and are now owing a combined amount of \$36,000.00 plus costs. The previous notice was defective on service and therefore the Landlord was only entitled to seek an order for arrears.
12. Based on the circumstances of the Landlord and the quantum of arrears outstanding and based on the Tenants not attending the hearing to make submissions regarding their circumstances, I see no reason to provide the Tenants with any additional relief.
13. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$15,186.00 if the payment is made on or before February 17, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 17, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 17, 2023**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,112.19. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting February 1, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 17, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before February 17, 2023, then starting February 18, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 February 18, 2023.

**February 6, 2023**  
**Date Issued**

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Terri van Huisstede  
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 August 18, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 17, 2023**

Rent Owing To February 28, 2023	\$18,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,186.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$15,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$3,000.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$73.81
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,112.19</b>
Plus daily compensation owing for each day of occupation starting February 1, 2023	\$98.63 (per day)