



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

**Citation:** MEDALLION CORPORATION v MBONG, 2023 ONLTB 14617

**Date:** 2023-02-03

**File Number:** LTB-L-051010-22

**In the matter of:** 211, 276 ST. CLAIR AVENUE WEST  
TORONTO ON M4V1R9

**Between:** MEDALLION CORPORATION Landlord

**And**

MARIE MADELEINE NGO MBONG Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict MARIE MADELEINE NGO MBONG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2023.

The Landlord's Legal Representative Samual Korman, the Landlord's Agent Mila Magpayo and the Tenant attended the hearing.

**Preliminary Issues:**

1. The Landlord requested that the Board not permit submissions per the Board Interim Order issued November 18, 2022 that provided that if the Tenant does not pay to the Landlord the lawful rent in full and on time that the Board may refuse to accept or consider submissions.
2. The parties agreed that the as of this hearing the Tenant had not paid the lawful rent for January 2023.
3. The Board denied this request. Sub-section 195(4) of the Residential Tenancies Act, 2006 (the 'Act') only refers to money required to be paid into the Board and not the Landlord and

as such there was no authority to refuse to accept or consider submissions from the Tenant.

**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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,654.82. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.41. This amount is calculated as follows:  $\$1,654.82 \times 12$ , divided by 365 days.
5. The Tenant has paid \$5,125.22 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to January 31, 2023 are \$22,289.00
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,633.56 from the Tenant 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. The Tenant sought to raise maintenance issues pursuant to section 86 of the Act. The parties agreed that the issues had not been disclosed to the Landlord prior to the hearing. The Tenant had a mistaken belief that because the issues were uploaded in the Board portal and were visible to all parties that this met the disclosure requirements. However, this is an incorrect belief. As a result per sub-section 86(2)1 of the Act the issues were not accepted for consideration.
10. Pursuant to sub-section 83(3)(a) of the Act, the Board canvassed the Tenant to determine if there is a "serious breach" of the Landlord's responsibilities that might warrant granting relief from eviction.
11. The Tenant submitted photos to demonstrate that the paint throughout her studio apartment was peeling off the walls due to high levels of humidity and that the Landlord had failed to take any corrective action. She submitted that because she resides in a studio apartment it has a significant impact on her entire living space.
12. The Tenant also submitted that this had been raised at a prior hearing and that the Landlord still failed to take any action. The Board reviewed TSL-17810-20 that was heard on April 20, 2021, and an order issued July 28, 2021. That order makes no reference to any maintenance issues that might have been raised at that time.

13. As a result, on a balance of probabilities, I was not satisfied that the Landlord was in serious breach of their obligations. The Tenant was advised that she may pursue her own T6 application.
14. The Tenant submitted that she lives alone and has no family in the community; that she is working and can afford the rent. She indicated that she withheld rent when the Landlord failed to take any steps to resolve the maintenance issues. She requested a delay in eviction to end March or early April 2023.
15. The Landlord indicated that they would not have any objections to a delayed eviction to the end of March 2023.
16. 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 March 31, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$24,144.82 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$25,799.64 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 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 Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,473.67. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$54.41 per day for the use of the unit starting January 6, 2023 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2023 at 5.00% annually on the balance outstanding.
  
8. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  
9. 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 April 1, 2023.

**February 3, 2023**

**Date Issued**

\_\_\_\_\_  
Robert Patchett

Vice Chair, 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 October 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.

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

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2023**

|  |                    |
|--|--------------------|
| Rent Owing To February 28, 2023  | \$29,069.04        |
| Application Filing Fee   | \$201.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,125.22       |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}           | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$24,144.82</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2023**

|  |                    |
|--|--------------------|
| Rent Owing To March 31, 2023   | \$30,723.86        |
| Application Filing Fee   | \$201.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,125.22       |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}           | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$25,799.64</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|  |              |
|--|--------------|
| Rent Owing To Hearing Date   | \$26,031.45  |
| Application Filing Fee   | \$201.00     |
| NSF Charges  | \$0.00       |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,125.22 |

|   |                      |
|---|----------------------|
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed | - \$0.00             |
| <b>Less</b> the amount of the last month's rent deposit                             | - \$1,633.56         |
| <b>Less</b> the amount of the interest on the last month's rent deposit             | - \$0.00             |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}       | - \$0.00             |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                 | - \$0.00             |
| <b>Total amount owing to the Landlord</b>   | <b>\$19,473.67</b>   |
| Plus daily compensation owing for each day of occupation starting January 6, 2023   | \$54.41<br>(per day) |