



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

Citation: QuadReal Residential Properties G.P. Inc v Yang, 2023 ONLTB 17035

Date: 2023-01-27

File Number: LTB-L-003600-22

In the matter of: 816, 140 MAIN ST W
HAMILTON ON L8P0B8

Between: Quadreal Residential Properties G.P. INC Landlord

And

Daokuan Yang Tenant

QuadReal Residential Properties G.P. Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Daokuan Yang (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on September 21, 2022. Only the Landlord's agent J. Destacamento and Landlord's legal representative F. McGregor attended the hearing. As of 9:45 am, 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. For the reasons that follow, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 12, 2022, the Landlord gave the Tenant an N8 notice of termination, deemed to be served on January 17, 2022. The notice of termination alleges that the Tenant has persistently paid the rent late.
4. The Tenant is not currently in arrears of rent.
5. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was paid late 11 times in the past 12 months at the time of filing of the application. After service of the notice, the Tenant has paid rent late four out of eight months.
6. Based on the Monthly rent, the daily compensation is \$66.41. This amount is calculated as follows: \$2,019.95 x 12, divided by 365 days.

7. The Landlord collected a rent deposit of \$1,817.55 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.78 is owing to the Tenant for the period from January 1, 2022 to September 21, 2022.
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 Tenant has already compensated the Landlord \$186.00 for the cost of filing the application

Relief from Eviction

10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or any dispute of the Landlord's application for an eviction order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 7, 2023.
2. If the unit is not vacated on or before February 7, 2023, then starting February 8, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 8, 2023.
4. As of September 21, 2022, the Landlord owes the Tenant \$2,364.61. This amount represents the rent deposit and the interest owing on the rent deposit, and the rent paid by the Tenant for the period September 22-30, 2022.
5. The Tenant must pay the Landlord \$66.41 per day for the use of the unit starting September 22, 2022 until the date the Tenant moves out of the unit. This payment can be deducted from the amount set out in paragraph four above.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 27, 2023
Date Issued

Donna Adams
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 August 8, 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.