



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

Citation: Liang v Hou, 2022 ONLTB 14092

Date: 2022-12-12

File Number: LTB-L-026242-22

In the matter of: Unit 2812, 50 ORDNANCE ST
TORONTO ON M6K0C9

Between: Hui Liang Landlord

And

Xiang Long Hou, Xue Feng Hou Tenant

Hui Liang (the 'Landlord') applied for an order to terminate the tenancy and evict Xiang Long Hou, Xue Feng Hou (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 November 21, 2022.

Only the Landlord and the Landlord's Representative, C. Hu attended the hearing.

A Zhang provided interpretation for the Landlord.

As of 9:30 a.m., 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of January 2, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N7 Notice of Termination

On May 3, 2022, the Landlord gave the Tenant an N7 notice of termination with a

termination date of May 20, 2022. The notice of termination contains the following allegations:

- On April 29, 2022, the Landlord attended the unit with her friend and the Tenant opened the door and threw an unknown liquid on the Landlord and her friend.
4. The Landlord testified that she attended the Tenant's unit to post a notice of entry on the Tenant's door. She testified that she had some difficulties with the Tenant cancelling entries, and the Tenant outright refusing any entries going forward. When she arrived on April 29, 2022, she knocked on the door of the rental unit to attempt to speak to the Tenant. She testified that the Tenant yelled at her to go away, or he would call the police. The Landlord testified that all of a sudden, the Tenant opened the unit door and threw a cup of unknown yellowish liquid at the Landlord and her friend.
 5. The Landlord testified that the liquid landed on their faces, around their eyes, on their hands and on her purse. She testified that she did not know what the liquid was, but it caused her to have redness around her eyes and on the back of her hand and made her skin itchy and swollen.
 6. The Landlord submitted a video into evidence that shows the Tenant opening the door and throwing liquid from a cup in the direction of the Landlord and her friend. The Landlord also submitted pictures of her face and hands. Faint redness is visible.
 7. The Landlord testified that the ambulance attended and cleaned the area's where the liquid made contact with the skin.
 8. Based on the uncontested evidence before me, I find that the Tenant seriously impaired the safety of the Landlord by throwing an unknown liquid at her, and that liquid caused the skin on the Landlord's face and hands, as well as the Landlord's eyes to be irritated. This conduct occurred in the residential complex.
 9. The Landlord collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$24.04 is owing to the Tenant for the period from June 1, 2021 to November 21, 2022
 10. 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.

Relief from Eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hear to give submissions regarding their personal circumstances.

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 January 2, 2023.

2. If the unit is not vacated on or before January 2, 2023, then starting January 3, 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 January 3, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 2, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 3, 2023 at 4.00% annually on the balance outstanding.

December 12, 2022

Date Issued

Emily Robb

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 July 3, 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.