



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Zhou v Feaver, 2022 ONLTB 13133

**Date:** 2022-11-24

**File Number:** LTB-L-020575-22

**In the matter of:** Residential Unit, 269 Cannon St E  
Hamilton ON L8L2B4

**Between:** Guangwei Zhou Landlord

**And**

David Feaver Tenant

Guangwei Zhou (the 'Landlord') applied for an order to terminate the tenancy and evict David Feaver (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022. Only the Landlord attended the hearing.

### 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 \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
5. The rent arrears owing to October 31, 2022 are \$2,350.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$500.00 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.
8. Interest on the rent deposit, in the amount of \$9.72 is owing to the Tenant for the period from March 15, 2021 to October 26, 2022.
9. At the outset of the hearing, the Landlord relied on a signed payment agreement form that was submitted, but not yet actioned by the Board. Although the Tenant was not present at

the hearing, I am satisfied that had they been present at the hearing the outcome would have been similar to what was agreed.

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 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.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$2,536.00 for arrears of rent up to October 31, 2022, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<b>Date (DD/MM/YYYY)</b>	<b>Amount</b>
01/11/2022	\$276.00
15/11/2022	\$260.00
01/12/2022	\$200.00
15/12/2022	\$200.00
01/01/2023	\$200.00
15/01/2023	\$200.00
01/02/2023	\$200.00
15/02/2023	\$200.00
01/03/2023	\$200.00
15/03/2023	\$200.00
01/04/2023	\$200.00
15/04/2023	\$200.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period November 1, 2022 to April 1, 2023, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after October 31, 2022.

**November 24, 2022**

**Date Issued**

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Curtis Begg

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.