



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

**Citation:** London & Middlesex Community Housing Inc. v Dong, 2022 ONLTB 11981

**Date:** 2022-11-16

**File Number:** LTB-L-041015-22

**In the matter of:** 263 Marconi Blvd  
London ON N5V1A6

**Between:** London & Middlesex Community Housing Inc. Landlord

**And**

Susan Dong Tenant

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Dong (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Dong (the 'Tenant') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and 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 in the residential complex (L2 Application).

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 10, 2022.

The Landlord's Legal Representative, Preston Haynes, and the Tenant attended the hearing.

**Determinations:**

The Landlord's L1 Application

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 \$1,018.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.47. This amount is calculated as follows: \$1,018.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2022, are \$6,777.00.
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 \$392.00 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.
9. The Landlord's Legal Representative requested from the Board for an order for the Tenant to pay the arrears only by November 30, 2022 and was not seeking eviction from the L1 application.
10. The Tenant was in agreement with the Landlord's Legal Representative's request regarding the rental arrears.

### The Landlord's L2 Application

11. On June 24, 2022, the Landlord gave the Tenant an N6 notice of termination for illegal acts and an N7 notice of termination for causing serious problems in the residential complex. Both notices had termination dates of July 25, 2022. The notice of terminations both contained the following allegations: the Tenant's son, Bentiu Birum Yar, an occupant of the rental unit, was involved in an incident on June 13, 2022 at approximately 1pm. The incident resulted in criminal harassment in the residential complex. The Tenant's son and three other males surrounded a vehicle occupied by a plain-clothed police officer and uttered death threats towards him. The Tenant's son was charged with possession of a loaded firearm, possession of a restricted or prohibited firearm and carrying a concealed weapon. The four males were also jointly charged with criminal harassment by threatening conduct.
12. The Tenant responded by stating that her son, Bentiu Birum Yar, is currently in jail and is not welcome back in the residential unit as she has 4 other children living there with her that need a safe place to grow up in. On his release, the son is to go and live with his father.
13. The Landlord's Legal Representative stated that his client was seeking eviction from the Board regarding the son's illegal and dangerous behaviour. The Landlord's Legal Representative would also consider a conditional order with an eviction clause regarding whether the son was ever seen at the residential complex again.
14. Given the evidence before me, and the fact that the Tenant is a mother with 4 other minor children living at the rental unit, I am willing to issue a conditional order in this matter in

order to try and preserve the tenancy given that the Tenant is willing to ensure that her son, Bentiu Birum Yar, is not allowed to come to the residential complex.

15. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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 tenancy between the Landlord and the Tenant continues if the Tenant meets the following condition. For safety reasons, the Tenant's son, Bentiu Birun Yar, is banned indefinitely from the residential complex and the rental unit.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord **\$6,777.00**, which represents the amount of rental arrears owing up to November 30, 2022.
4. The Tenant shall also pay to the Landlord **\$186.00** for the cost of filing the application.
5. The total amount the Tenant owes the Landlord is **\$6,963.00**.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance outstanding.

**November 16, 2022**

**Date Issued**

\_\_\_\_\_  
Michael Di Salle

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.