



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tang v Ray, 2022 ONLTB 10584

Date: 2022-11-04

File Number: LTB-L-030320-22

In the matter of: 356 BRETTONWOOD RIDGE
KANATA ON K2T0H8

Between: Yili Tang Landlord

And

Damian Ray, Heidi Dent Tenant

Yili Tang (the 'Landlord') applied for an order to terminate the tenancy and evict Damian Ray, Heidi Dent (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2022 at 09:00 am.

The Landlord, The Landlord Representative Hoi Fai Alvin Chan and the Tenant Heidi Dent attended the hearing.

Preliminary Issues:

1. Following a failed attempt at mediation, and the Landlord's Representative making submissions regarding the arears, the Tenant requested an adjournment citing a desire to arrange for financial aid and the fact that they disputed the amount of arears claimed by the Landlord. The Tenant then testified that they had not received all of the Landlord's disclosure and could not understand how the Landlord came to that number.
2. In response the Landlord's Representative submitted that an adjournment would prejudice their client and that they had provided the Tenant with their disclosure by mailing it to the address of record. Further, that it was apparent from their previous attempt of mediation that the Tenant was in fact in receipt of their disclosure.
3. The Tenant then testified that the address of record was correct and that they still hadn't received the disclosure, stating that they were aware that the arears were \$12,000.00 not \$12,900.00 as the Landlord Representative submitted. The Tenant then attempted to make submissions regarding Tenant's rights, specifically harassment.
4. The Landlord Representative stated they had not received any such disclosure and having reviewed the file prior to the hearing I saw that there was no such disclosure to the LTB and ruled that in accordance with the LTB's Rules of Procedure I would not accept them.
5. Upon consultation with the Landlord, the Landlord Representative amended his previous submission and application to reflect that the arears were \$12,000.00.

6. Based on these circumstances I directed that the hearing would proceed.

Determinations:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
11. The Tenant made a payment of \$2,150.00 since the application was filed.
12. The rent arrears owing to October 31, 2022 are \$12,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,150.00 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.
15. Interest on the rent deposit, in the amount of \$21.07 is owing to the Tenant for the period from November 24, 2021 to October 25, 2022.
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 November 30, 2022 pursuant to subsection 83(1)(b) of the Act for the reasons that follow.
17. The Tenant testified that they were going to be seeking financial aid from the City of Ottawa. She also testified that they were a single mother of two, that her father was living with her and that she had recently gained employment. She also testified that between ODSP for herself and her father, the baby-bump allowance and forthcoming wage she estimated her income in the range of \$4,000.00 monthly.
18. Accordingly, given the above, I am satisfied on the balance of probabilities that a brief delay in eviction will afford the Tenant the opportunity to alleviate their financial issues and potentially void the arrears and maintain the tenancy.

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:**

- \$12,186.00 if the payment is made on or before November 30, 2022. 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 November 30, 2022 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 November 30, 2022**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7440.85. 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 \$70.68 per day for the use of the unit starting October 26, 2022 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 November 15, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2022 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before November 30, 2022, then starting December 1, 2022, 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 December 1, 2022.

November 4, 2022**Date Issued**

 Kelly Delaney
 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 expires on June 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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 November 30, 2022

Rent Owing To November 30, 2022	\$14,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,575.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$21.07
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$7440.85
Plus daily compensation owing for each day of occupation starting October 26, 2022	\$70.68 (per day)

