



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kang v Ivancsick, 2022 ONLTB 10651

Date: 2022-10-31

File Number: LTB-L-000001-22

In the matter of: Unit 2, 1219 WESTON RD
YORK ON M6M4P7

Between: Joohee Kang Landlord

And

Lajos Attila Ivancsick, Szimonetta Evelin Tenants
Lakatos

Joohee Kang (the 'Landlord') applied for an order to terminate the tenancy and evict Lajos Attila Ivancsick, Szimonetta Evelin Lakatos (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 7, 2022 and on October 26, 2022.

The Landlord, the Landlord's Agent David Yun, the Tenants and tenant duty counsel, Oriel Varga, attended the hearing on July 7, 2022.

Only the Landlord and the Landlord's Agent David Yun, and a Hungarian interpreter, attended the hearing on October 26, 2022.

During the entire hearing block on October 26, 2022, the Tenants were 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.

Procedural History:

1. At the hearing on July 7, 2022, the Tenants claimed they had difficulty understanding the English language. As such, the hearing was adjourned, so that a Hungarian interpreter be present to assist the Tenants with the English language. The Tenants also submitted that they wished to raise numerous issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. On July 8, 2022, the Board issued an interim order LTB-L-000001-22-IN directing the Tenants to pay the Landlord \$850.00 on or before July 20, 2022, and to pay their rent to the Landlord as it came due on time and in full until the application was heard. The Board also directed the Tenants to provide disclosure to the Landlord.
3. The Tenants made no payments to the Landlord and they provided no disclosure.
4. The application came before the Board on October 26, 2022.

5. Only the Landlord and the Landlord's Agent David Yun, and a Hungarian interpreter, attended the hearing on October 26, 2022.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to October 26, 2022 are \$20,153.14.
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 \$1,700.00 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.

Relief from eviction:

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's attempts to negotiate a payment plan with the Tenants, the amount of arrears and the Tenants' failure to comply with the interim order to pay rent, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord requested the earliest possible termination/eviction date because the Tenants failed to comply with the interim order to pay rent. The Tenants made no rent payments as they were ordered to do, the arrears of rent exceed \$20,000.00 and the Tenants' conduct amounted to abuse of process.
11. The Landlord submitted that they communicated with the Tenants in English and the Tenants' request to adjourn the hearing on July 7, 2022 to obtain a Hungarian interpreter was only to delay the proceedings. Moreover, the Tenants showed total disregard for the Board's process by failing to comply with the interim order.
12. Pursuant to section 74 of the Act, the Tenants must have an opportunity to void this eviction order.
13. A document sent by mail is deemed to have been served in 5 days after having been sent. The Tenants must have at least one day to void the eviction order. This order will be sent to the Tenants by regular mail on the day it is issued. As such, taking into account the intervening weekend, the termination day shall be November 9, 2022.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,586.00 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,286.00 if the payment is made on or before November 9, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after November 9, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before November 9, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord **\$18,617.90**. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting October 27, 2022 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before November 9, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 10, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 9, 2022, then starting November 10, 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 November 10, 2022.

October 31, 2022
Date Issued

 Jana Rozehnal
 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 May 10, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2022

Rent Owing To October 31, 2022	\$20,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$
Total the Tenants must pay to continue the tenancy	\$20,586.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 11, 2022

Rent Owing To November 30, 2022	\$22,100.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$22,286.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$20,153.14
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$21.24
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants are entitled to	- \$
Total amount owing to the Landlord	\$18,617.90
Plus daily compensation owing for each day of occupation starting October 27, 2022	\$55.89 (per day)