



Order under Section 69 Residential Tenancies Act, 2006

Citation: MAJC DEVELOPMENT CORP. v Zhang, 2022 ONLTB 9446

Date: 2022-10-27

File Number: LTB-L-006878-22

In the matter of: Main Floor, 163 BAKER AVE
Richmond Hill ON L4C1X7

Between: MAJC DEVELOPMENT CORP. Landlord

And

Yuanyuan Zhang Tenant

MAJC DEVELOPMENT CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict Yuanyuan Zhang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

MAJC DEVELOPMENT CORP. (the 'Landlord') also applied for an order to terminate the tenancy and evict Yuanyuan Zhang (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on October 17, 2022.

Only the Landlord's Agent Nancy Yang and the Landlord's Legal Representative Adeela Alvez attended the hearing.

As of 9:44 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.
2. As a preliminary issue, I asked the Landlord when the monthly rent is due and they advised it was due on the 15th day of every month. I pointed out the N8 Notice served on the Tenant was defective as the termination date did not fall on the last day of the rental period as required by section 58(2) of the *Residential Tenancies Act, 2006* (the Act). The Landlord requested consent of the Board to withdraw their L2 application and in accordance with subsection 200(4) of the Act, I consented to the withdrawal of the application. The hearing proceeded with the Landlord's L1 application.

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,900.00. It is due on the 15th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to November 14, 2022 are \$37,700.00.
9. The Landlord is aware of the limit to Board's monetary jurisdiction and waives any amount ordered be paid by the Tenant above \$35,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,900.00 from the Tenant and this deposit is no longer being held. The Landlord's evidence was the Tenant requested the rent deposit be applied to the monthly rent for September 2021 and the Landlord did so.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant. The Landlord submitted that ongoing efforts were made in relation to a repayment agreement, but the Tenant did not respond in any meaningful way. I asked the Landlord if they were aware of any circumstances the Tenant may be experiencing that would make eviction unfair and they were aware of none. I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The Landlord's L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$37,886.00 if the payment is made on or before November 7, 2022. See Schedule 1 for the calculation of the amount owing.
4. 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 7, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 7, 2022**

6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,000.00 which is the limit to the Board's monetary jurisdiction. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit has already been used by the Landlord therefore no deduction is made from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$95.34 per day for the use of the unit starting October 18, 2022 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before November 7, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 8, 2022 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before November 7, 2022, then starting November 8, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 8, 2022.

October 27, 2022
Date Issued

John Cashmore
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 8, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 7, 2022

Rent Owing To November 14, 2022	\$37,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$37,886.00

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

Rent Owing To Hearing Date	\$35,086.02
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$35,272.02
Plus daily compensation owing for each day of occupation starting October 18, 2022	\$95.34 (per day)