



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yao v Isotti, 2022 ONLTB 9158

Date: 2022-10-24

File Number: LTB-L-018072-22

In the matter of: 1085 LUNAR GLOW CRES
MANOTICK ON K4M0J7

Between: Yanjiao Long
Yingfen Xu
Yuan Yao

Landlords

And

Marinna Lynn Isotti

Tenant

Yanjiao Long, Yingfen Xu and Yuan Yao (the 'Landlords') applied for an order to terminate the tenancy and evict Marinna Lynn Isotti (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2022. The Landlord Yuan Yao attended the hearing and was represented by Rong Wei Yu, Paralegal. The Tenant attended the hearing and was self-represented.

Determinations:

1. The Landlords 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 \$2,200.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlords since the application was filed.
6. The rent arrears owing to November 4, 2022 are \$17,800.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$32.33 is owing to the Tenant for the period from July 22, 2021 to October 11, 2022.

Relief from eviction:

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
11. The tenancy commenced on or about August 2021. The Tenant testified that she was in an abusive relationship, in which her ex-partner controlled majority of her finances. The Tenant's ex-partner has since been incarcerated and is no longer residing in the rental unit. The Tenant also testified that she has recently been diagnosed with ovarian cancer and as such, has been unable to work her regularly scheduled hours. The Tenant requested that the Board allow her until January 31, 2023 to either pay the arrears in full or vacate the rental unit.
12. The Landlords opposed relief from eviction. The Landlords are a non-corporate entity who rely on the rental income to pay the mortgage and taxes on the property.
13. I find delaying termination to November 30, 2022 to be fair in consideration of both parties' circumstances. The arrears of rent are substantial and causing financial hardship to the Landlords. The Tenant has experienced some unforeseen hardship and illness and as such, will be granted some additional time to secure alternate housing.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$17,986.00 if the payment is made on or before November 4, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,186.00 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 Landlords \$14,059.98. 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 Landlords owe 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 Landlords compensation of \$72.33 per day for the use of the unit starting October 12, 2022 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before November 4, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 5, 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 Landlords 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 Landlords on or after December 1, 2022.

October 24, 2022
Date Issued

 Fabio Quattrociochi
 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 4, 2022

Rent Owing To November 4, 2022	\$19,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17,986.00

B. 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 December 4, 2022	\$22,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$20,186.00

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

Rent Owing To Hearing Date	\$18,106.30
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,000.00
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	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$32.33
Less the amount the Landlords owe the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$14,059.98
Plus daily compensation owing for each day of occupation starting October 12, 2022	\$72.33 (per day)