



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Du v Williams, 2024 ONLTB 44728

**Date:** 2024-07-02

**File Number:** LTB-L-007504-24

**In the matter of:** Basement -47 Germain Circle  
Brampton ON L6X5K2

**Between:** Min Du

**And**

Dean Williams

I hereby certify this is a  
true copy of an Order dated

**July 02, 2024**

Landlord and Tenant Board

Landlord

Tenant

Min Du (the 'Landlord') applied for an order to terminate the tenancy and evict Dean Williams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 30, 2024.

The Landlord and the Tenant's agent T. Morgan ('TM') attended the hearing.

### Preliminary Issues:

1. As a preliminary matter, the parties agreed that, notwithstanding the fact that the Landlord's application omitted the rental unit number, the N4 Notice of Termination indicated the correct unit number. Consequently, the parties agreed that the L1 application should be amended to properly include the correct unit number. This amendment is reflected in this order.
2. The second preliminary issue pertains to whether TM can represent the Tenant at the hearing. TM testified that she is the Tenant's friend and has consent to act on the Tenant's behalf before the Board. I held the matter down and provided TM with an opportunity to phone the Tenant during the hearing. The Tenant granted permission to TM at the hearing to act as his agent for the matter on the phone. Based on the testimony provided by TM and the consent given by the Tenant during the hearing, and in accordance with *Rule A9* of the Social Justice Tribunals Ontario Common Rules, which allows for representation by an unlicensed person where permitted by the *Law Society Act* and its regulations and by-laws, I am satisfied that TM can act on behalf of the Tenant in this hearing.
3. Preliminary three: At the hearing, TM also attempted to raise issues under the section 82 of *Residential Tenancies Act, 2006* (the 'Act'). However, the Tenant failed to comply with the disclosure requirements in section 82(2) of the Act and Rule 19.4 of the LTB's Rules of Procedure, which together require the Tenant to provide the Landlord a written description of each issue the Tenant intends to raise as well as a copy of all evidence the Tenant intends to rely on in support of their issue(s) at least seven days before the hearing. TM

did not explain why the Tenant failed to give advance notice of these issues. Without an adequate explanation for the non-compliance with the disclosure requirements, I refused to hear the Tenant's s. 82 issues. I note that this order does not prevent the Tenant from filing his own application with the Board to address these issues

**Determinations:**

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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,966.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2024 are \$8,534.00. The Tenant's agent doesn't dispute the total amount owing that is listed on the Landlord's L1/L9 update sheet.
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 \$2,100.00 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 Act and find that it would not be unfair to postpone the eviction until July 31, 2024 pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence about their financial circumstances.
10. At the hearing, the Landlord sought a standard order to terminate the tenancy. The Landlord testified that the rent arrears are causing significant financial hardship because he relies on the rent to pay the mortgage and maintain the property. The Tenant stopped paying the rent in early 2024, and this is the 1<sup>st</sup> L1 application based on non-payment of rent within the past five years.
11. At the hearing, TM stated that the Tenant was hospitalized in 2023 and has been in and out of the hospital since then. The Tenant lost his job in August 2023 and has been unable to find new full-time employment due to his health condition. TM stated that she does not know the details regarding the Tenant's monthly income but requested more time to create a payment plan. However, she could not provide a specific proposal. Despite attempts to negotiate a plan since the application was filed, an agreement has not been reached. Without any concrete evidence of the Tenant's financial circumstances before me, I find


that it would not be appropriate to order a payment plan because I do not what payments are feasible.

12. Therefore, in these circumstances, I find it appropriate to delay eviction for a few weeks to give the Tenant time to either find a new job or secure other funds to pay the arrears he owes to void the order. In the alternative, the Tenant can use the time to find a new place to live. The Landlord is holding a rent deposit which will help mitigate any prejudice from the extension of time.

**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:**
  - \$12,920.00 if the payment is made on or before July 31, 2024. 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 July 31, 2024, 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 July 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,591.20. 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 \$69.04 per day for the use of the unit starting May 31, 2024 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 July 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2024, then starting August 1, 2024, 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 August 1, 2024.

**July 02, 2024**  
**Date Issued**

  
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Joy Xiao  
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 February 1, 2025 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 July 31, 2024**

Rent Owing To July 31, 2024	\$15,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,966.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,920.00</b>

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

Rent Owing To Hearing Date	\$11,471.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,966.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,591.20</b>
Plus daily compensation owing for each day of occupation starting May 31, 2024	\$69.04 (per day)