



Order under Section 69 Residential Tenancies Act, 2006

Citation: YU v SKEWES, 2026 ONLTB 1261

Date: 2026-01-06

File Number: LTB-L-094333-25

In the matter of: BASEMENT ROOM B1, 3490 OAKGLADE
CRES
MISSISSAUGA ON L5C1X5

Between: MINGLU (GRACE) YU Landlord

And

BRADLEY SKEWES Tenant

MINGLU (GRACE) YU (the 'Landlord') applied for an order to terminate the tenancy and evict BRADLEY SKEWES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes and because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on December 16, 2025.

The Landlord, the Landlord's legal representative, J. Chrzaszcz, the Tenant, the Tenant's legal representative, R. Daniels, and the Tenant's witness, Cst. Morgan, attended and participated in the hearing.

Determinations:

The Application About Nonpayment of Rent

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 \$750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.

5. The Tenant has paid \$2,436.00 to the Landlord since the application was filed. At the hearing, the parties agreed that the Tenant paid the Landlord \$2,436.00 by bank draft, which was delivered to the Tenant's legal representative's address.
6. The rent arrears owing to December 31, 2025 are \$564.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit. Neither party was able to recall if the Tenant paid the Landlord a rent deposit. In the circumstances, I find that there is none.

The Application About Impaired Safety

9. The Landlord did not prove, on a balance of probabilities, that the Tenant assaulted the Landlord at the residential complex on August 29, 2025. The Landlord did not introduce evidence to reliably determine that the Tenant caused the Landlord to sustain a minor injury to the upper lip or that the Tenant grabbed the Landlord's arm or cell phone.
10. The parties agree that the Landlord attended the rental unit on August 29, 2025. The Landlord testified that she observed that common areas the Tenant shares with other tenants, including the kitchen, were unclean. The Landlord described confronting the Tenant about the condition of the shared areas. The Landlord explained that, because the Tenant is the longest standing resident at the property, the Landlord believes the Tenant should set an example for other tenants and maintain the property in a state of ordinary cleanliness. The Landlord testified the Tenant became angry, encroached upon the Landlord's space and seized the Landlord's cell phone. The Landlord also testified the Tenant grabbed the Landlord's arm as the Landlord tried to exit the property. Once outside, the Landlord discovered a cut to her inner, upper lip. The Landlord filed a complaint about assault with Peel Regional Police and attended a hospital to obtain a medical report in support of their complaint.
11. The Tenant testified that he returned to the residential complex from work and found the Landlord in the basement. The Tenant further testified that the Landlord was angry about items other tenants left in common areas of the property. The Tenant described pushing the Landlord as she approached him, but the Tenant denied grabbing the Landlord's arm or cell phone. The Tenant also denied causing any injury to the Landlord's lip.
12. It is noteworthy that the Landlord herself does not know how she cut her inner lip on August 29, 2025. The Landlord testified that she was unaware of the injury until she noticed a small amount of blood when she was outside the residential complex. The Landlord did not recall or describe the Tenant striking the Landlord, or any other thing that could have caused the injury. There was no evidence of a bruise, or any other mark, on the Landlord's outer lip to suggest that the injury arose from an impact with an object.
13. At the hearing, Peel Regional Police Constable Morgan testified that the Landlord at first advised police on August 30, 2025 that the Tenant struck her, but later admitted that she was unaware of how she cut her lip. A photograph and medical report confirm the Tenant sustained the cut, but neither supports the Landlord's claim the Tenant caused, or materially contributed to, the injury.

14. After considering the parties' and Cs. Morgan's testimony, I find the Landlord did not prove that the Tenant caused an injury to the Landlord's upper lip.
15. The Landlord did not introduce evidence to support their claim that the Tenant pushed the Landlord or grabbed the Landlord's arm or cell phone. The Landlord did not describe any injury other than the one to their upper lip, and the medical report the Landlord submitted did not identify any issue other than the cut to the lip. As Cst. Morgan noted, there was no witness to the incident, and the Landlord's evolving description of events was not reliable.
16. Based on the above, I find the Landlord did not prove, on a balance of probabilities, that the Tenant seriously impaired the Landlord's safety at the residential complex.

Relief From Eviction

17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Tenant testified that he can immediately pay the balance of the rent the Tenant owes the Landlord. The Tenant did not seek relief to postpone the eviction date or the deadline to void this order under section 74 of the Act.

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:**
 - \$1,500.00 if the payment is made on or before January 17, 2026. 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 January 17, 2026 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 January 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$394.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting December 17, 2025 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 January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 2026, 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 January 18, 2026.

January 6, 2026
Date Issued

Harry Cho
Vice Chair, 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 July 18, 2026 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 January 17, 2026

Rent Owing To January 31, 2026	\$3,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,436.00
Total the Tenant must pay to continue the tenancy	\$1,500.00

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

Rent Owing To Hearing Date	\$2,644.56
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,436.00
Total amount owing to the Landlord	\$394.56
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	