



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081369-25

In the matter of: UNIT A10, 36 FOREST MANOR RD
NORTH YORK ON M2J0H3

Between: Kwok Wai Lee Landlord

And

Meteel Srouji Tenant

Kwok Wai Lee (the 'Landlord') applied for an order to terminate the tenancy and evict Meteel Srouji (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on November 12, 2025.

The Landlord, the Landlord's Legal Representative, Y.T. Li, and the Tenant attended the hearing

Preliminary Issue:

1. The Tenant's request to address her tenant issues as part of this hearing was denied for the reasons that follow.
2. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a tenant shall be permitted to raise any issue that could be the subject of an application if the tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
3. The Act requires a tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
4. The Tenant submitted disclosure to the Board around November 3, 2025, but no list of issues or remedies were included. The Tenant did not make any disclosure at all to the Landlord. The Landlord's Legal Representative did see the Tenant's evidence on Tribunals Ontario Portal but took no action to respond, waiting for the Tenant to serve the Landlord with the disclosure package. The Tenant did not provide a satisfactory explanation as to

why they were unable to comply with the requirement to send disclosure to the Landlord or to raise a clear list of issues and remedies so that the Landlord could know the case to be met.

5. To be clear, I am not denying the request to raise s.82 issues because of the lack of disclosure to the Landlord since the Landlord's Legal Representative saw the same on the Tribunals Ontario Portal. The Landlord knew or ought to know what the Tenant had sent to the Board.
6. I am denying the request to raise s. 82 issues because I believe it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of detail which relates to the list of issues and remedies sought. The Tenant is not precluded from bringing their own separate application to address these issues.

Determinations:

L1 Application – Non-Payment 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 \$2,250.00. It is due on the 1st day of each month.
4. The Tenant believes her rent is due on the 3rd of each month. The Tenant claims she moved into the rental unit on the 3rd of June 2022 and has since paid on the 3rd day of each month based on an agreement with the Landlord. The Tenant testified she has text messages confirming this with the property manager, Mr. Eddy. The Tenant stated that when the N1 related to June 1 was served, she even commented that it was her birthday, and to keep the date as third. No evidence was submitted to substantiate any of the claims made by the Tenant.
5. The Landlord disagrees about when rent is due and relies on the rental agreement which states the start date is June 1, 2022. There was never an agreement to move the rental start date to June 3, 2022. The Landlord explained that the Tenant continued to pay rent late by two days but when she started to pay much later, the Landlord filed this application. The Landlord denies having a property manager and notes that Mr. Eddy is his realtor.
6. It was not contested that the lease agreement is dated for first of each month. There is no evidence before me that the parties agreed to move the rental start date to third of the month or any other day for that matter. Therefore, I find that the rent is due on the 1st of each month.
7. Based on the monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.

8. The Tenant has not made any payments since the application was filed. The Tenant testified that she wanted to resolve the application amicably, but the Landlord refused so she stopped paying rent and did not attempt to re-pay it either.
9. The parties agree that the rent arrears owing to November 30, 2025, are \$15,749.12.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Persistent Late Payment of Rent

1. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent at all (i.e., failure to pay rent). While both constitute breaches of these lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:

Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.

2. Therefore, section 58(1)(1) of the Act permits a landlord to give a notice of termination where “[t]he tenant has persistently failed to pay rent on the date it becomes due and payable.”
3. As determined above the lawful rent is due on the 1st day of each month.
4. The evidence before me reveals that the Tenant has paid late, or not at all, since January 2024, thirteen times out of twenty-three months.
5. The Tenant contends that she was not liable to pay rent on first but was liable to pay rent on third of each month as agreed upon by the Landlord’s Agent and her. She has continued to pay rent on the third. The Landlord asserts that the Tenant has not paid rent on the first or even the third. It is the Landlord’s evidence that the Tenant has paid on third of each month or later than that since January 2024. I find based on the evidence, that the Tenant has paid later than third or not paid at all for 12 months out of the 21-month period. Further, since the application was filed the Tenant has not paid rent at all.
6. In this case, in addition to the arrears owing above, I find that the Tenant has persistently failed to pay the rent on the date it became due and payable.

Relief from Eviction

11. 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 January 20, 2026, pursuant to subsection 83(1)(b) of the Act.
12. The Tenant requested a payment plan, but the Landlord opposed the payment plan as the Tenant's arrears are substantial and there has been no change in their circumstances. The Tenant testified she withheld rent for maintenance issues but does not have the money saved to pay it back in one lump sum installment. The Tenant then requested additional time. The delay in issuing the order and the holiday season, will result in a delay being granted to the Tenant. This will give the Tenant an opportunity to continue with the tenancy if she voids the L1 portion of the application.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$20,435.12 if the payment is made on or before January 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,572.76. 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 \$73.97 per day for the use of the unit starting November 13, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 21, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period February 1, 2026 to January 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 9, 2026
Date Issued

Sheena Brar
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 of the Tenant expires on July 21, 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 December 31, 2025

Rent Owing To December 31, 2025	\$17,999.12
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord 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	\$18,185.12

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$20,249.12
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,435.12

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

Rent Owing To Hearing Date	\$14,386.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes 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 Landlord	\$14,572.76
Plus daily compensation owing for each day of occupation starting November 13, 2025	\$73.97 (per day)