



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092690-25

In the matter of: 1 CALE AV
COURTICE ON L1E0H5

Between: Brenda Lotakoun Landlord
JOHNSON OUNKHAM

And

Le Moui Yang Tenant

Brenda Lotakoun and JOHNSON OUNKHAM (the 'Landlord') applied for an order to terminate the tenancy and evict Le Moui Yang (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 December 10, 2025.

The Landlord and the Tenant attended the hearing

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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$12,000.00, which are not being disputed by the Tenant.

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.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 6 times in the past 12 months, which the Tenant agreed.
10. The nonpayment of rent is separate from persistently failing to pay the rent on time and has been considered separately on the uncontested evidence before me.
11. The Landlord has proven that the Tenant has persistently failed to pay the rent on the date it was due.

Relief from eviction – section 83

12. The Tenant testified that she has been living at the property for 10 years. Her sister is the Landlord's mother-in-law. The Tenant moved into the rental unit to "finish the property" and to do maintenance for the property. There was an agreement with her sister that when the property was sold, the Tenant would be paid back for the costs and expenses incurred on the property. Whether the Tenant is owed money for repairs or maintenance has not been properly raised before me pursuant to section 82 of the Act and will not be considered.
13. The Tenant paid her monthly rent directly into a bank account, which she assumed was a joint bank account of her sister and the Landlord, and as a result she believed that when she paid her rent to the account, she thought the Landlord was getting their rent. She later learned that this was not the case.
14. The Landlord testified that they have been receiving rent payments from their mother-in-law for the past 10 years.
15. The Tenant testified, that she stopped paying rent in July 2025, as the Landlord tried to evict her over a dispute regarding the phone. The Tenant can afford paying rent going forward and has offered a payment plan of \$300.00 per month towards the arrears, but the Landlord refuses to accept any payment plan. The Landlord does not dispute refusing or not offering any payment plan to the Tenant. The Tenant has offered a payment plan of \$300.00 monthly on the 1st day of the month towards the arrears with a section 78 clause within it.
16. The Tenant testified she is on ODSP, and her son lives with her within the rental unit and will be assisting with the bills. The Tenant has a monthly income of \$2,700.00 and will obtain any additional financial support from her other son who does not reside with her. Her other living expenses are covered by her son.
17. The Landlord testified and they made it very clear on numerous occasions throughout their testimony that they just want the Tenant evicted from the rental unit and will not consider

or offer any payment plan with the Tenant. The Landlord failed to provide any information on the prejudice to them if a payment plan was ordered.

18. Although the Tenant was not previously provided with information on how she can pay the Landlord the rent directly, as she does not wish to use her sister any longer as a middle party, in the course of the hearing the Tenant was provided with the Landlord's email address to make monthly rent payments going forward.

19. Pursuant to section 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'),

Without restricting the generality of subsections (1) and (2), if a hearing is held in respect of an application under section 69 for an order evicting a tenant based on arrears of rent arising in whole or in part during the period beginning on March 17, 2020 and ending on the prescribed date, in determining whether to exercise its powers under subsection (1) the Board shall consider whether the landlord has attempted to negotiate an agreement with the tenant including terms of payment for the tenant's arrears. [Emphasis added]

20. Both the Landlord and the Tenant provided oral testimony that the Landlord has failed to negotiate an agreement with the Tenant for the payment of arrears. I find this to be unreasonable in the circumstances and have considered this in my determination of whether a payment plan should be ordered.

21. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$12,186.00 for arrears of rent up to December 31, 2025, including costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) Starting February 1, 2026, the Tenant will pay the Landlord \$300.00 monthly on the 1st day of the month towards the arrears until June 1, 2029.
 - b) The final payment in the amount of \$186.00 will be paid on or before July 1, 2029.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to June 1, 2029, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing

and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

L2 Application – Persistent Late Payment of Rent

5. Despite paragraph 3 above, on the basis of the L2 Application, the Tenant shall continue to pay the Landlord the monthly rent due on or before the first day of the month for the period February 1, 2026, to January 2028 inclusive, even if the arrears of rent stated above have been paid in full.

6. If the Tenant fails to make any of the payments in paragraph 5 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

Samantha Greaves
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 1-888-332-32