



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075998-25

In the matter of: 49 GIBSON AVE
HAMILTON ON L8L6J7

Between: Tao Lynn Chen Landlord
Zeng Lin Chen

And

Amanda Pugliese Tenant
Dwayne Wallace

Tao Lynn Chen and Zeng Lin Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Pugliese and Dwayne Wallace (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025.

The Landlord and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.

5. The Tenant testified that all rent alleged to be owing was paid in cash directly to the Landlord and that no receipts were requested or retained. The Tenant did not provide any documentary evidence to support these alleged cash payments, such as receipts, bank records, withdrawal records, contemporaneous notes, or written communications asserting that rent had been paid. The Tenant acknowledged that despite repeated written communications from the Landlord's Legal Representative addressing rent arrears and inviting payment, the Tenant did not respond in writing or provide any proof of payment prior to the hearing.
6. The Landlord testified that no cash payments were received during the period covered by the application and that rent payments by cheque in June and July 2025 were returned unpaid. The Landlord's evidence was supported by documentary evidence, including returned cheques, payment records, and the L1/L9 update sheet showing payments received from the City of Hamilton totalling \$4,225.00. While the Landlord acknowledged that limited cash payments were accepted in mid-2024 without receipts, there was no evidence of any dispute at that time, and this does not establish that cash payments were made during the period in issue.
7. On the basis of the best evidence before the Board and considering the lack of corroborating evidence from the Tenant and the consistent documentary and oral evidence provided by the Landlord, I find on a balance of probabilities that the Tenant has not proven that additional cash payments were made. I therefore find that the Tenant has paid \$4,225.00 to the Landlord since the application was filed, and that the rent arrears owing to November 30, 2025, are \$9,575.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,300.00 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.
10. Interest on the rent deposit, in the amount of \$89.48 is owing to the Tenant for the period from May 1, 2024 to November 19, 2025.
11. At the hearing, the Tenant submitted that they will be moving out of the rental unit at the end of the month and made no request for relief from eviction. Accordingly, 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.

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:**
 - \$14,361.00 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 \$6,508.30. 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 \$75.62 per day for the use of the unit starting November 20, 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.

January 9, 2026
Date Issued

Kyle Anderson
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 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 January 20, 2026

Rent Owing To January 31, 2026	\$18,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,225.00
Total the Tenant must pay to continue the tenancy	\$14,361.00

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

Rent Owing To Hearing Date	\$12,936.78
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,225.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$89.48
Total amount owing to the Landlord	\$6,508.30
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	