



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081845-25

In the matter of: 571 NEW BEDFORD DR
WATERLOO ON N2K4M7

Between: Meng Yang Landlord

And

Judy Furtado Tenants
Ronnie Furtado

Meng Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Judy Furtado and Ronnie Furtado (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 7, 2026.

Only the Landlord and the Landlord's Legal Representative, Harry Luo attended the hearing.

As of 9:32 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Service of the N4 Notice

1. At the hearing I raised a preliminary issue with respect to the validity of the N4 notice of termination and how it was served. While the Landlord's certificate of service states that it was served by being placed under the door of the rental unit, the Landlord's evidence included a photo showing that the N4 notice was left in front of the Tenants' front door.
2. The Landlord entered into evidence a text message chain dated October 1, 2025 in which the Tenants requested that the N4 notice be left at the door and the Landlord confirmed they would leave the N4 notice at the door as per the Tenants' request. The Tenants replied to the text message on October 20, 2025 indicating that the Tenants have not yet been able to find alternative accommodations.
3. Section 191(2) of the *Residential Tenancies Act, 2006* (the 'Act') states that:

A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

4. I was satisfied based on the evidence before me that the Tenants received the N4 at the door based on the evidence before me and that the N4 notice is valid as the Landlord confirmed by text message on October 1, 2025 that they would be leaving the notice at the door as per the Tenants' request and the Tenants ha responded to the text message and there was no evidence that the Tenants had denied receipt of the N4 notice.

L1 Application – Non-Payment of Rent

5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$17,500.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,500.00 from the Tenants 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.
13. Interest on the rent deposit, in the amount of \$67.46 is owing to the Tenants for the period from February 7, 2025 to January 7, 2026.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$17,686.00 if the payment is made on or before January 25, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 25, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 25, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,424.03. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting January 8, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before January 25, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before January 25, 2026, then starting January 26, 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 26, 2026.

January 14, 2026
Date Issued

Christopher Lin
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 26, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 25, 2026

Rent Owing To January 31, 2026	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,686.00

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

Rent Owing To Hearing Date	\$14,805.49
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$67.46
Total amount owing to the Landlord	\$11,424.03
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	