



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085250-25

In the matter of: TH02, 62 QUEENS WHARF RD
TORONTO ON M5V 0J5

Between: Di Song Landlord

and

Christopher Mlinaric Tenant

Di Song (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Mlinaric (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord and the Tenant attended the hearing.

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 \$6,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$213.70. This amount is calculated as follows: \$6,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The agreed that rent arrears owing to January 31, 2026 are \$71,500.00.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. The Landlord understood that once the Board issues its order any claim she may have to claim the excess at the LTB or a court is forever extinguished and elected to proceed.

8. The Tenant described his circumstances and proposed to pay half of the debt in three weeks and the remainder in monthly installments of \$6,500.00 in addition to monthly rent. The Tenant testified that his employer has been unable to honour his invoices since March 2025 owing to revenue challenges but has made verbal commitments that the problems have been overcome and that it would resume paying soon. The Landlord submitted that the substantial arrears have been mounting unabated since that time and currently stand well in excess of the Board's monetary jurisdiction meaning any further delay will merely add to this unrecoverable debt.
9. I find the Tenant has failed to present a concrete or realistic plan to repay his debt. That he's prioritized other financial obligations and that he's paid nothing to the Landlord since March 2025 signals that he does not have an earnest intention to honour his fundamental obligation to pay rent in exchange for the right to occupy this rental unit. The Tenant's verbal assurance that he'll soon be in funds again is unreliable because it too is based on verbal assurances he's received from his employer unsupported by any details. I find a short delay of eviction is warranted.
10. 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 postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
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 \$5,500.00 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.
13. Interest on the rent deposit, in the amount of \$500.97 is owing to the Tenant for the period from October 28, 2021 to January 6, 2026.
14. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

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:**
 - \$71,686.00 if the payment is made on or before January 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. 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. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

January 16, 2026
Date Issued

Nersi Makki
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 August 1, 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 31, 2026

Rent Owing To January 31, 2026	\$71,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$71,686.00

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

Rent Owing To Hearing Date	\$66,282.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$5,500.00
Less the amount of the interest on the last month's rent deposit	- \$500.97
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00