



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhang v Louis, 2026 ONLTB 3310

Date: 2026-01-14

File Number: LTB-L-084145-25

In the matter of: 76 Snively St.
Richmond Hill, ON L4E3E9

Between: Chuang Zhang Landlord

And

Philippe Jean Louis Tenant

Chuang Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Philippe Jean Louis (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on December 16, 2025.

The Landlord, the Landlord's representative, Yun Tao Li, and the Tenant attended the hearing.

Preliminary Issue:

Upstairs Occupant

1. The Landlord filed an executed Residential Tenancy Agreement identifying the Landlord and a single Tenant, Mr. Louis. The agreement was for the entire rental property and commenced on January 1, 2025, for a fixed term ending June 30, 2025. No subsequent agreement was entered into, and the tenancy therefore continued on a month-to-month basis. The Landlord's position is that there is only one Tenant under the tenancy agreement and that Mr. Louis is solely responsible for payment of the full monthly rent. Mr. Li submitted that the facts are straightforward: there is one written tenancy agreement naming one Tenant, who alone bears responsibility for rent.
2. The Tenant asserted that the Landlord authorized him to have an individual named "Ali" occupy the upstairs portion of the rental unit. He further argued that it would be procedurally unfair to proceed with the hearing in Ali's absence, as Ali allegedly pays the majority of the rent.

3. During the hearing, Mr. Louis submitted screen captures of text communications exchanged with the Landlord between April 3, 2025, and August 20, 2025. These included:
 - a) An April 3, 2025, message from the Landlord to the Tenant stating: *"We truly appreciate all your work and effort regarding the house rental. Thank you also for your help with the upper-level tenant. If you agree, please ask the gentleman upstairs to contact me directly so we can arrange the rental payment with him. Since his portion is larger, it would be more convenient to communicate with him directly – especially when you are not in Canada."*
 - b) The Tenant's response on April 3, 2025, stating, *"I gave your email address to Ali for him to email transfer his portion of rent to you directly. I told him to send it ASAP."*
 - c) A further message from the Tenant dated April 4, 2025, stating: *"I rented the upper level to him furnished for the amount of \$3,500."*
 - d) Additional details from the Tenant on April 4, 2025, relating to rent payment arrangements stating: *"as we have discussed about the way to get the rental payment to you every month. I was waiting on Ali's rent so that I may send mine altogether. He told me that he spoke to you and that you will pick up cash from him ... Please come with a receipt for him because he needs to provide a copy of the payment made to you for my record."*
 - e) A reply from the Landlord dated April 5, 2025, stating, *"we just got the cash \$3,500 from Ali and got EFT \$1,000 from you on April 5, 2025, for the rental payment for April!"*
4. The Tenant also submitted screen captures of communications exchanged between August 9, 2025, and September 16, 2025, including:
 - a) A text message from the Landlord dated August 9, 2025, stating, *"I am sorry to bother you, but I cannot reach Ali, he didn't pay the August rent payment and the April water bill! He didn't answer the phone and didn't reply the message! I have to give him a removal letter, but the removal letter have to under your name, because I only signed an agreement with you (my lawyer told me)! Could you please give me his legal name? I will give it to my lawyer also!"*
 - b) A text message from the Landlord dated August 29, 2025, stating, *"On August 21, Ali (your subtenant) mentioned that he would pay \$3,500 on August 25 and 26, which was the rent due on August 1. However, I have not received the payment yet. Could you please follow-up with him to help resolve this and avoid the submission of an N4 case to the Landlord and Tenant Board."*

- c) The Tenant's response on August 29, 2025, stating: *"I am emailing you \$1,797 – I am covering the water bill as I promised to pay the full amount. And September 1st pmt .. I sent your message to Ali .. He just told me Wednesday he will send you the pmt."*
 - d) A text message from the Landlord dated September 16, 2025, stating, *"Ali gave me two checks on Sept 7 and asked me to deposited on Sep 9 and 11, for August and September upper level rental payment. Both checks bounced. I will submit L1 to landlord and tents board today."*
 - e) The Tenant's response later that same day stating, *"Wow Jackie, I am so sorry about that I am going to talk to him and ask him to provide cash including fees for the bounced check."*
- 5. Based on the evidence before, I find that there continues to be just one tenancy for the entire rental unit between the Landlord and Philippe Jean Louis . Therefore, Philippe Jean Louis is responsible for all the rent arrears.
 - 6. It is uncontested that the Tenant signed a tenancy agreement to rent the entire rental unit and pay a monthly rent of \$4,500.00. I have considered whether the parties effectively agreed to terminate that tenancy agreement, and enter into two new separate tenancy agreements, one between the Tenant and the Landlord for the lower portion of the rental unit for a monthly rent of \$1,000.00 and the second between the Landlord and "Ali" for the upper portion of the rental unit for a monthly rent of \$3500.00.
 - 7. During the hearing, neither party testified or provided evidence of an agreement to terminate the existing tenancy, or that two new separate tenancy agreements were in place. Consequently, I do not find the evidence establishes that there was ever such an agreement. The Tenant's own evidence establishes his understanding that he remained responsible for rent. Mr. Louis requested that, if the upstairs occupant paid rent directly to the Landlord, he be provided with "a copy of the payment made to you for my record." The Tenant also made repeated efforts to collect rent from Ali, assisted the Landlord in attempting to obtain payment, and proposed to preserve the tenancy by paying the ongoing rent in full and on time while addressing the arrears through a payment plan. Taken together, this evidence confirms that Mr. Louis understood and accepted his responsibility to pay the entire rent as specified in the tenancy agreement.
 - 8. I have also considered whether there was a subtenancy created with "Ali" under section 97(1) of the *Residential Tenancies Act, 2006* (the "Act"). However, a subtenancy requires a temporary transfer of possession of the entire rental unit. Permitting another individual to occupy only a portion of the unit creates a roommate arrangement, not a subtenancy, under the Act. Although both parties referred to "Ali" as a subtenant, there was no written sublease and no evidence of a temporary transfer of possession of the entire rental unit.

9. Further, even if there was a subtenancy that would not affect the Tenant's obligation to pay the entire monthly rent to the Landlord. Section 97(4) of the Act sets out the legal consequences of a subtenancy and states that:

“(a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and

(b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.”

[emphasis added]

10. Accordingly, I find that Mr. Louis remains fully liable for payment of rent as set out in the tenancy agreement.

Determinations:

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$4,500.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
15. The Tenant has not made any payments since the application was filed.
16. The uncontested rent arrears owing to December 31, 2025, are \$20,500.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from Eviction

19. 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 Tenant, 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.

20. Mr. Li submitted that rent arrears began accruing in August 2025. He testified that numerous discussions took place thereafter in which the Landlord requested payment. While the Tenant continued to respond to communications, no payments were made after the application was filed. The Landlord therefore requested a standard 11-day eviction order.
21. Mr. Louis testified that he has resided in the rental unit for approximately four years and that he is not refusing to pay rent. He stated that he wished to preserve the tenancy and proposed to resume paying the ongoing rent in full and on time, together with monthly arrears payments of \$1,000.00 payable on or before the 15th day of each month. When asked whether he could meet this proposal if the upstairs occupant continued not to pay rent, Mr. Louis stated that he could not.
22. Based on the Tenant's evidence, I found that Mr. Louis does not have sufficient income to meet both the ongoing rent and the proposed arrears payments. I therefore concluded that the tenancy was not financially viable. I discussed an extended termination date of January 31, 2026, with the parties and explained to Mr. Louis that if he paid the full arrears together with the January 2026 rent on or before January 31, 2026, the tenancy would continue.

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:**
 - \$25,186.00 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 \$18,553.20. 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 \$147.95 per day for the use of the unit starting December 17, 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 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.
8. 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.
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 February 1, 2026.

January 14, 2026
Date Issued

Ken Audziss
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	\$25,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,186.00

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

Rent Owing to Hearing Date, December 16, 2025	\$18,367.20
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$18,553.20
Plus, daily compensation owing for each day of occupation starting December 17, 2025	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	