



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081972-25

In the matter of: 11 Sailor's Landing Dr.
BOWMANVILLE ON L1C7G2

Between: Chang Kim Lee Landlords
Michelle Luu

And

Done Adiizua Tenants
Dana Adiizua

Chang Kim Lee and Michelle Luu (the 'Landlords') applied for an order to terminate the tenancy and evict Done Adiizua and Dana Adiizua (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord, Chang Kim Lee, and the Tenant, Done Adiizua ('DA'), attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to January 31, 2026, are \$12,000.00.
7. The Landlords 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.

9. 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.
10. DA testified that he lost his job in June 2025, and the rent arrears started to accumulate. DA also testified that he started a new job on November 17, 2025, but has not made any rent payments as there have not been enough pay cycles. The Tenants would like an opportunity to stay and enter into a payment plan or be granted up to February 28, 2026, to find another place to live.
11. The Landlord opposes a payment plan. The Landlord testified he has been very patient with the Tenants for a long time, but he is no longer willing to wait. The Landlord prefers a standard 11-day order.
12. I do not find the tenancy is viable in the current circumstances. The Tenant DA has had a job since November 17, 2025, but has not made a single good faith payment to date. There is no evidence to support the fact that a payment plan would be sustainable, and a delay beyond January 31, 2026, would not be reasonable since the rent arrears are high.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$12,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The 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 31, 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 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$9,777.78. 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 Tenants shall also pay the Landlords compensation of \$98.63 per day for the use of the unit starting January 7, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2026, the Tenants 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 Landlords 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 Landlords on or after February 1, 2026.

January 15, 2026

Date Issued

Sheena Brar

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 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 Tenants 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	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,186.00

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

Rent Owing to Hearing Date	\$9,591.78
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$9,777.78
Plus, daily compensation owing for each day of occupation starting January 7, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	