



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lin v Wen, 2026 ONLTB 4934

Date: 2026-01-15

File Number: LTB-L-087948-25

In the matter of: Main, 39 Lewiston Rd
Scarborough ON M1P1X8

Between: Yi Lin Landlord

And

Yida Wen Tenant

Yi Lin (the 'Landlord') applied for an order to terminate the tenancy and evict Yida Wen (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on December 18, 2025.

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

Determinations:

1. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, the tenancy shall continue subject to terms and conditions set out below.
 3. The Tenant was in possession of the rental unit on the date the application was filed.
 4. The rent is due on the first of each month and this is a month-to-month tenancy.

5. On October 6, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of December 31, 2025. The notice of termination contains that for the period from November 1, 2024, to October 1, 2025, the Tenant paid the rent late 12 times out of 12 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period. The Tenant did not contest that they paid rent late during this period.
6. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

8. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. The Landlord is seeking termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect with their monthly rent.
 - November 2025, rent paid on November 8, 2025;
 - December 2025, rent paid on December 3, 2025.
10. At the hearing the Landlord also requested a pay on time order for 12 months in an effort to preserve the tenancy. This is less prejudicial than a termination order. Given the circumstances, I find this request to be quite reasonable and so the Landlord's request is granted.
11. The Tenant submits a change in circumstance which now allows them to make payments in full and on time. Overall, I find that there has been a change in the Tenants financial circumstance, which is supported by their more recent payment history. I am satisfied a conditional order to pay on time is appropriate in these circumstances.
12. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay their lawful monthly rent for January 2026, in full on or before January 27, 2026.
3. Commencing February 1, 2026, and continuing up to and including January 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on or before the first day of each month.

4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026, at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.