



**Order under Section 31 and 69
Residential Tenancies Act, 2006**

File Numbers: LTB-L-092571-25
LTB-T-000539-26

In the matter of: 2108, 2550 LAWRENCE AVE E
SCARBOROUGH ON M1P4Z3

Between: Rupal Patel Landlord

And

Chun Chung Sun
Lina Li
Ro Choi Tam Tenants

L2 Application; LTB-L-092571-25

Rupal Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Chun Chung Sun, Lina Li and Ro Choi Tam (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

T2 Application LTB-T-000539-26

Chun Chung Sun, Lina Li and Ro Choi Tam (the 'Tenants') applied for an order determining that Rupal Patel (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

These applications were heard by videoconference on January 13, 2026.

The Landlord's legal representative Anubhav Saha, the Landlord, the Tenant's legal representative Jie Situ, and the Tenant Chun Chung Sun attended the hearing.

The parties consented to the following order. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties Agree:

1. The lawful monthly rent is due on the first day of each month in the amount of \$1,535.00. The tenancy is "month to month", and not for a fixed term.
2. The Tenants shall pay the lawful monthly rent up to November 30, 2026.

3. The Landlord paid the Tenants compensation as required by s. 48.1 and s. 55.1 of the Act in the amount of \$1,535.00 on September 25, 2025. The Tenants acknowledge receiving payment of the compensation owed by the Landlord.
4. The Tenants shall provide at least 30 days notice if the Tenants intend to vacate the rental unit prior to November 30, 2026. If the Tenants vacate the rental unit prior to November 30, 2026, the Tenants shall be responsible for rent up to the date the Tenants vacate the rental unit and deliver vacant possession back to the Landlord.
5. The Tenants paid a rent deposit of \$1,375.00 on July 17, 2011, and this deposit is still being retained by the Landlord. The rent deposit held by the Landlord shall be applied to rent owing for the last month of the tenancy in full satisfaction of rent owed for that month despite any difference or shortfall between the amount of the deposit being retained and the lawful monthly rent.
6. The Tenants agrees to forfeit entitlement to any interest owed on the rent deposit being retained.

On consent of the parties, it is ordered that:

1. The Tenant's T2 application in LTB-T-000539-26 is brought forward to be joined with the Landlord's L2 application.
2. This order resolves both applications in LTB-L-092571-25 and LTB-T-000539-26, and further resolves all issues between the parties up to the date of the hearing.
3. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before December 31, 2026.
4. If the unit is not vacated on or before December 31, 2026, then starting January 1, 2027, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 1, 2027.
6. The Tenants shall also pay the Landlord compensation of \$50.46 per day for the use of the unit starting January 1, 2027, until the date the Tenants move out of the unit.

January 19, 2026

Date Issued

Kyle McGraw

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 of the Tenant expires on July 1, 2027 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.