



Order under Section 69 Residential Tenancies Act, 2006

Citation: Li v Kirbiyik, 2026 ONLTB 5819

Date: 2026-01-16

File Number: LTB-L-072780-25

In the matter of: 199 VENICE GATE DR
WOODBIDGE ON L4H0E9

Between: Ziyun Li
Yu Lin
Landlords

And

Tulay Kirbiyik
Tenant

Ziyun Li and Yu Lin (the 'Landlords') applied for an order to terminate the tenancy and evict Tulay Kirbiyik (the 'Tenant') because:

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

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 5, 2025.

The Landlords' legal representative, Yun Tao Li, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of February 5, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On July 16, 2025, the Landlords gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: the Tenant paid the rent late in 13 out of 3 months.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 13 times in the past 13 months.
5. Rent was also paid late in the 3 months since the N8 notice was given.
6. The Tenant was required to pay the Landlords \$3,730.32 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to November 5, 2025. \$3,000.00 was paid, leaving a balance of \$730.32.
7. Based on the monthly rent, the daily compensation is \$103.62. This amount is calculated as follows: $\$3,151.87 \times 12$, divided by 365 days.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$279.45 is owing to the Tenant for the period from February 14, 2022 to November 5, 2025.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

11. 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 February 5, 2026 pursuant to subsection 83(1)(b) of the Act.
12. A conditional order would require rent to be paid in full and on time. As the Tenant acknowledges that they cannot pay the full rent each month, a conditional order is not appropriate. The Tenant has young children and requests 3 months to vacate the unit, which the Landlord does not oppose.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 5, 2026.
2. If the unit is not vacated on or before February 5, 2026, then starting February 6, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 6, 2026.
4. The Tenant shall pay to the Landlords \$730.32, which represents compensation for the use of the unit from October 1, 2025 to November 5, 2025.
5. The Tenant shall also pay the Landlords compensation of \$103.62 per day for the use of the unit starting November 6, 2025 until the date the Tenant moves out of the unit.

6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The Landlords owes \$3,279.45 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. Either the Landlords or the Tenants shall pay the other any amount owing as a result of this order by March 31, 2026.
9. If the full amount owing is not paid by March 31, 2026, interest will accrue. This will be simple interest calculated from April 1, 2026 at the rate of 4.00% annually.

January 16, 2026
Date Issued

Dawn Carr
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 August 6, 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.