



Order under Section 69 Residential Tenancies Act, 2006

Citation: SUI v BOSSENCE, 2026 ONLTB 6722

Date: 2026-01-23

File Number: LTB-L-080870-25

In the matter of: ROOM#3, 169 IRVING PLACE
LONDON ON N5V2H6

Between: DONG SUI Landlord

And

LUCAS BOSSENCE Tenant

Dong Sui (the 'Landlord') applied for an order to terminate the tenancy and evict Lucas Bossence (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$4,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$32.55 is owing to the Tenant for the period from May 29, 2024 to January 14, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord's requested a standard 11-day termination order and stated that he relies on the rental income to meet his financial obligations as he lost his job in October 2025 and the rent is his main source of income.
11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's stated that he did speak with the Tenant about the arrears but did not negotiate with the Tenant as the Tenant would make promises to pay and then would not pay.
12. The Tenant was opposed to termination of the tenancy and sought a payment plan. I noted that there was an interim order issued on December 12, 2025, requiring the Tenant to pay the rent in full and on time to the Landlord until the matter was resolved or the Board ordered otherwise. The Tenant stated that he did not comply with the interim order because he had a seizure and could not work and, therefore, was not getting paid. However, the Tenant did not file with the Board or provide to the Landlord any documentary evidence, such as a doctor's letter, to support his testimony that he was unable to work due to medical reasons.
13. The Tenant stated that, when he is working, he makes approximately \$2,700.00 per month and that his expenses for things like groceries, cell phone, streaming services and his student loan are approximately \$835.00 per month. The Tenant proposed to pay \$300.00 per month in addition to the monthly rent.
14. If the request for a payment plan were denied, the Tenant stated he would need a month and a half to two months to vacate as he does not have first and last and does not have any friends or family that he can stay with. The Tenant stated that if he were evicted in the standard 11 days that it would be very difficult for him to find a place as he does not have a vehicle and he would likely end up in a shelter. In addition, he stated that he relies on his manager to pick him up for work each day and that eviction could result in the loss of his employment as he would no longer live close to his manager.

Analysis

15. The Tenant breached the interim order to pay the rent and did not have any documentation to support his oral testimony, which documentation ought to have been in the Tenant's possession or easily obtainable. The interim order was clear that if the Tenant did not comply with the interim order that the hearing Member may refuse to accept or consider the Tenant's evidence or submissions. Although I permitted the Tenant to give evidence

and make submissions, the fact that he breached the interim order with little persuasive evidence as to why raises serious concerns with respect to the Tenant's ability to comply with conditions ordered by the Board.

16. Moreover, the payment plan proposed by the Tenant is, in my view, not sufficient or reasonable. In this regard, after deducting the Tenant's rent and expenses, the Tenant has approximately \$1,000.00 left over. However, the Tenant was only prepared to commit to paying \$300.00 per month toward the arrears, which would take approximately 15 months to pay the arrears in full. When pressed on why he was not prepared to pay more to get caught up sooner, the Tenant said that he needed money for things like taking his sister to dinner and coffee at work. Given that the Landlord has not received any rent in 5 months, I do not find the Tenant's position reasonable in the circumstances.
17. For the foregoing reasons, the request for a payment plan is denied.
18. Based on the evidence and submissions provided, I do not find a delay of eviction of 2 months to be reasonable in the circumstances. However, I do find some delay to be appropriate in the circumstances as I accept that the Tenant does not have a vehicle to move items and that his employment may be adversely impacted if he is not given some time to find a place within the same area.
19. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. This postponement will give the Tenant some additional time to either void this order or find a new home and move out. Any prejudice this delay may cause the Landlord is mitigated by the last month's rent deposit held by the Landlord.

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:**
 - \$4,436.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,286.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,094.75. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$27.95 per day for the use of the unit starting January 15, 2026 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 23, 2026
Date Issued

Rachel Gibbons
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 September 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	\$4,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,436.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing to February 28, 2026	\$5,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,286.00

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

Rent Owing to Hearing Date	\$3,791.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$850.00
Less the amount of the interest on the last month's rent deposit	- \$32.55
Total amount owing to the Landlord	\$3,094.75
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$27.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	