



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nan (a.k.a JINWU NAN) v Christie, 2026 ONLTB 6643

Date: 2026-01-21

File Number: LTB-L-090225-25

In the matter of: 69 JAMES PARROTT AVENUE
MARKHAM ON L6E 0E4

Between: Jinwu, Nan (a.k.a Jinwu Nan)

Landlord

and

Andreen Christie
Itory Patterson-Christie

Tenants

Jinwu, Nan (a.k.a Jinwu Nan) (the 'Landlord') applied for an order to terminate the tenancy and evict Andreen Christie and Itory Patterson-Christie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord's Agent, Alex Giao, the Landlord's Representative, Liu Zi Yi the Tenant Andreen Christie and the Tenants' Support Person Amoy Warren attended the hearing.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their joint submissions, and specifically the Tenants understood that the tenancy would be terminated on March 15, 2026 unless they void the order by paying all arrears and costs.

Agreed Facts:

1. The Landlord 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,446.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.29. This amount is calculated as follows: \$3,446.05 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to January 31, 2026 are \$13,784.20.
7. The Landlord 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. The parties outlined their circumstances and submitted jointly that delaying termination to March 15, 2026 would not be unfair and the Board agreed with the parties' joint submission.

It is ordered on consent that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$13,970.20 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,416.25 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,862.30 if the payment is made on or before March 15, 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 Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 15, 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 Tenant must move out of the rental unit on or before March 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,223.50. 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 Landlord compensation of \$113.29 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 16, 2026.

January 21, 2026
Date Issued

Nersi Makki
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 16, 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	\$13,784.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,970.20

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	\$17,230.25
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,416.25

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 15, 2026

Rent Owing To March 31, 2026	\$20,676.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,862.30

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

Rent Owing To Hearing Date	\$12,037.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,223.50
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$113.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	