



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

File Number: LTB-L-090991-25

In the matter of: 4 Stonedale Placeway
North York, ON M3B 1G3

Between: Liping Shan Landlord

And

Nathan Bosco Tenants
Austin Bosco
Ellen Bosco

Liping Shan (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Bosco, Austin Bosco and Ellen Bosco (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 14, 2026. The Landlord, Liping Shan, attended the hearing. Leo Huang was also present as the Landlord's support.

As of 1:52 p.m., the Tenants were not present, nor represented at the hearing, although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,700.00. It is due on the 21st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$121.64. This amount is calculated as follows: \$3,700.00 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 20, 2026, are \$14,800.00.

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 \$11,100.00 from the Tenants and this deposit is still being held by the Landlord. It was the Landlord's evidence that there was an agreement between the parties wherein the Tenants would prepay the rent for the last three months of the tenancy and this is why the rent deposit is so large.
9. Interest on the rent deposit, in the amount of \$117.51 is owing to the Tenants for the period from July 15, 2025, to January 14, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord requested a standard 11-day termination order. As the Tenants were not present to speak to their circumstances, the Landlord was asked if they were aware of any circumstances of the Tenants that would give rise to delaying or denying eviction. The Landlord stated that they were not aware of any such circumstances.
11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord stated that he was in communication with the female tenant as she reached out regarding paying the arrears and asked how much was owing. The Landlord stated that he replied to her and gave the total. However, he has not heard from any of the Tenants since and no payments were made toward the arrears.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenants did not attend the hearing to dispute the arrears claimed or to request additional time to pay. As such, the Tenants shall have the standard 11 days to void this order or move out.

It is ordered 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:**
 - \$18,686.00 if the payment is made on or before February 6, 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 Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 6, 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 Tenants must move out of the rental unit on or before February 6, 2026.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,109.49. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$121.64 per day for the use of the unit starting January 15, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 February 7, 2026.

January 26, 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 August 7, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026:

Rent Owing to February 20, 2026	\$18,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,686.00

B. Amount the Tenants must pay if the tenancy is terminated:

Rent Owing to Hearing Date	\$14,141.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$11,100.00
Less the amount of the interest on the last month's rent deposit	- \$117.51
Total amount owing to the Landlord	\$3,109.49
Plus, daily compensation owing for each day of occupation starting January 15, 2026	\$121.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	