



Order under Section 69 Residential Tenancies Act, 2006

Citation: Li v Lin, 2026 ONLTB 8383

Date: 2026-01-29

File Number: LTB-L-095368-25

In the matter of: UNIT 1624, 800 LAWRENCE AVE W
NORTH YORK ON M6A0B1

Between: Ting Yuen Li Landlord

And

Zheng Chang Lin Tenant

Ting Yuen Li (the 'Landlord') applied for an order to terminate the tenancy and evict Zheng Chang Lin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Yun Tao Li, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 \$35,612.00.
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. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord's Legal Representative submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenant's evidence, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenant's current life circumstances, new employment status, income sources and monthly expenses. The Tenant would not be able to cover the monthly rent, his expenses, let alone the arrears, unless he received the commission, which he anticipated receiving, but had yet to earn, in my opinion. Moreover, the Tenant testified that his new base income as of November 2025, was \$2,800.00 per month which is just \$300.00 more than the lawful rent, and that his spouse who did not reside with him at the rental unit assisted with all other expenses, no evidence was submitted by the Tenant to substantiate this claim.
11. The Tenant further requested an extended eviction of three to four months, which would allow the Tenant time to secure alternative housing or to secure income/funds to pay the arrears owing.
12. The Landlord's Legal Representative submitted that given the nature of the arrears, the history of non-payment of rent from the Tenant and the financial prejudice to the Landlord to meet the financial obligations of the rental unit, hence the Landlord was seeking a standard eviction order.
13. With respect to the Tenant's request for an extended eviction, I find the Tenant's inability to pay rent would result in further prejudice to the Landlord and given the amount of arrears and the Tenants guaranteed base income as testified to, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
14. This order contains all the reasons for decisions within it. No further reasons shall be issued.

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:**
 - \$35,798.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$38,298.00 if the payment is made on or before February 9, 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 9, 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 9, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,023.99. 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 Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting January 22, 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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.

January 29, 2026
Date Issued

Panagiotis P. Roupas
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 10, 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	\$35,612.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$35,798.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 28, 2026	\$38,112.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$38,298.00

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

Rent Owing To Hearing Date	\$34,837.99
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$35,023.99
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	