



Order under Section 69 Residential Tenancies Act, 2006

Citation: Weston Care Holdings Inc v Le, 2026 ONLTB 8546

Date: 2026-01-27

File Number: LTB-L-091864-25

In the matter of: Unit A, 3214 WESTON RD
NORTH YORK ON M9M2T7

Between: Weston Care Holdings Inc Landlord

And

Lien (Thi Thuy) Le Tenant

Weston Care Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Lien (Thi Thuy) Le (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's Agents, Sujay Shah and Dakshay Patel, the Landlord's Legal Representative, Allistair Trent, and the Tenant attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

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.

Lawful Rent & Arrears Owing:

3. At the hearing, the Tenant claimed the Landlord raised the rent above the guideline amount for 2024, without a notice of rent increase, from \$1,950.00 to \$2,500.00, contrary to sections 116 & 120 of the *Residential Tenancies Act, 2006* (the 'Act').

4. The parties do not dispute that a new lease was signed on December 22, 2023 to commence on January 1, 2024, or that the rent increase was above the guideline. Thus, there was no notice of rent increase provided under section 116 of the Act. However, the Landlord's Legal Representative submitted that since the Tenant paid the rent increase for 12 consecutive months, the increase was deemed lawful, per section 135.1 of the Act.

5. Section 135.1 of the Act states:

(1) An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months. 2020, c. 16, Sched. 4, s. 24.

Non-application

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

6. Section 116 of the Act states:

(1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so. 2006, c. 17, s. 116 (1).

Same

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126. 2006, c. 17, s. 116 (2).

Contents of notice

(3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent. 2006, c. 17, s. 116 (3).

Increase void without notice

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.

7. The Tenant confirmed that she paid the rent increase for 12 consecutive months and did not bring an application to the Board regarding the validity of the rent within one year after the increase was first charged. Therefore, per section 135.1 of the Act, I find the rent increase is deemed not to be void.

8. The lawful rent is therefore \$2,500.00. It is due on the 1st day of each month.

9. 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.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$15,000.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,500.00 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.
14. Interest on the rent deposit, in the amount of \$128.60 is owing to the Tenant for the period from December 22, 2023 to January 15, 2026.

Relief from Eviction:

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Tenant testified she lost her job in May of 2025 and had to bring in roommates consisting of a couple with a young daughter in September 2025 to help her with the monthly rent. The roommates pay the Tenant \$1,500.00 per month.
17. The Tenant further testified that she recently found new employment the week of the hearing that will pay \$3,000.00 per month. With the Tenant now likely to receive \$4,500.00 per month from her income sources, the Tenant thus suggested a payment plan of the rent plus \$1,500.00 in monthly payments towards the arrears. The plan would take 10-11 months to complete.
18. On cross-examination, the Tenant offered to submit proof of her recent employment, and the Landlord consented to the late disclosure. The supporting documentation was emailed to the Board during the hearing.
19. Upon reviewing the documents, there was no letter of employment disclosed, nor any job advertisement to indicate the salary the Tenant would be receiving to substantiate the \$3,000.00 per month claim.
20. When asked why the Tenant did not make any good faith payments to the Landlord in over five months, even though she was receiving some income during that period, the Tenant replied that she prioritized other bills and expenses. The Tenant reiterated that prior to losing her job, however, she was a good Tenant.
21. The Tenant requested that should a payment plan not be ordered, she be given four months to secure alternate accommodation, as this would allow her roommates and their young child time to find another unit as well. However, neither roommate testified at the

hearing regarding their housing situation or how they would be affected by an eviction, therefore this submission carries little weight for consideration.

22. The Landlord's position is that they do not believe the Tenant will abide by any payment plan ordered as the Tenant has made no good faith payments in months, despite receiving payments from her roommates. The documents submitted by the Tenant regarding her recent employment opportunity also do not actually substantiate that any job has been offered or what her monthly income would be. Furthermore, the Tenant confirmed that she does not prioritize the rent, which will only further prejudice the Landlord as the arrears are significant.
23. Having considered the parties' evidence and submissions, I am inclined to agree with the Landlord's reasoning that a conditional order is not appropriate in the circumstances. I have also considered the Tenant's submissions regarding the possibility of postponing the eviction but find that to extend the termination date of the tenancy would increase the prejudice to the Landlord given the lack of good faith payments, the mounting arrears, and impending rent for February 2026. Therefore, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$15,186.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,686.00 if the payment is made on or before February 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,290.25. 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 \$82.19 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 Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 8, 2026.

January 27, 2026
Date Issued

Fotoula Hatzantonis
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 8, 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	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,686.00

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

Rent Owing To Hearing Date	\$13,732.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$128.60
Total amount owing to the Landlord	\$11,290.25
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	