



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chen v Williams, 2026 ONLTB 9196

Date: 2026-02-03

File Number: LTB-L-098424-25

In the matter of: UNIT 3803, 12 YORK ST
TORONTO ON M5J0A9

Between: Lisa Jing-Yan Chen Landlord

And

Gbemisola Williams Tenant
Yewande Jennifer Odunaiké

Lisa Jing-Yan Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Gbemisola Williams and Yewande Jennifer Odunaiké (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 14, 2026.

The Landlord and the Tenant attended the hearing.

Only the Landlord, represented by Yun Tao Li, attended the hearing.

As of 10:45 am, the Tenant was not present or 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On November 3, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations as outlined in a Tenant Payment Ledger:

October 15, 2024 – October 15

November 15, 2024 – paid November 18

December 15, 2024 – paid December 17

January 15, 2025 – paid January 21

February 15, 2025 – paid February 18

March 15, 2025 – paid March 21

April 15, 2025 – paid April 17

May 15, 2025 – paid July 21

June 15, 2025 – paid June 9

July 15, 2025 – paid July 10

August 15, 2025 – paid August 25

September 15, 2025 – paid September 15

4. At the hearing the Landlord's representative updated the payments made after the Tenants were provided with the notice. The following evidence was provided at the hearing.

October 15, 2025 – remains unpaid

November 15, 2025 – paid November 3

December 15, 2025 – paid December 22

5. Based on the uncontested evidence, the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 15th day of each month. The rent has been paid late 8 times in the past 12 months. Moreover, the rent remains unpaid for October 15, 2025, and the rent was paid late for December 15, 2025.
6. Based on the monthly rent, the daily compensation is \$94.68. This amount is calculated as follows: $\$2,880.00 \times 12$, divided by 365 days.
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 \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$224.07 is owing to the Tenant for the period from July 15, 2022, to January 14, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and 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. The Tenant must move out of the rental unit on or before February 14, 2026.
2. If the unit is not vacated on or before February 14, 2026, then starting February 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 15, 2026.
4. The Tenant shall also pay the Landlord compensation of \$94.68 per day for the use of the unit starting January 15, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026, at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Jeanie Theoharis
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 of the Tenant expires on August 15, 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.

