



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093571-25

In the matter of: 476 BUD GREGORY BLVD
MISSISSAUGA ON L4Z2K4

Between: Ming Qiang Lin Landlords
Xiao Can Yang

And

Cynthia Lothian Tenants
John Lothian
Shane Lothian

Ming Qiang Lin and Xiao Can Yang (the 'Landlords') applied for an order to terminate the tenancy and evict Cynthia Lothian, John Lothian and Shane Lothian (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

Section 82 Issues

1. The Tenants sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenants did not serve any written description of the issues nor did they provide any evidence to either the Landlords.
3. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:
 - (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,
 - (a) Complies with the requirements set out in subsection (2); or

(b) Provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

4. Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

5. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
6. I was not satisfied that the Tenants were unable to comply with the requirements for disclosure.
7. As the Landlords were not served with any of the disclosure or written description of the issues the Tenants intends to raise at least seven days prior to the hearing, I found that it was unfairly prejudicial to the Landlords to hear the section 82 issues at the hearing. The request to raise section 82 issues was denied.

Non-payment of Rent

1. The Landlords 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 \$3,600.00. It is due on the 17th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: \$3,600.00 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 February 16, 2026 are \$25,200.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,950.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$363.64 is owing to the Tenants for the period from May 17, 2019 to January 19, 2026.
10. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenants submitted at the hearing that they are able to pay the arrears in full by January 31, 2026. Given the amount of the arrears and the fact that the Tenants are able to pay in full, I find that it would be unfair to postpone eviction any further.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$23,679.76 if the payment is made on or before February 13, 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 13, 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 13, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$17,052.04. 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 Landlords owe 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 Landlords compensation of \$118.36 per day for the use of the unit starting January 20, 2026 until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlords the full amount owing on or before February 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 13, 2026, then starting February 14, 2026, the Landlords 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 Landlords on or after February 14, 2026.

February 2, 2026
Date Issued

Christopher Lin
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 14, 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 13, 2026

Rent Owing To February 16, 2026	\$23,493.76
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$23,679.76

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

Rent Owing To Hearing Date	\$20,179.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$363.64
Total amount owing to the Landlords	\$17,052.04
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$118.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	