



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

File Number: LTB-L-098052-25

In the matter of: 19 MAPLETON ST
RICHMOND HILL ON L4E1N1

Between: Han Li Landlord

And

Naomi Strugach Tenant
Alexander Strugach

Han Li (the 'Landlord') applied for an order to terminate the tenancy and evict Naomi Strugach and Alexander Strugach (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord's agent, Zhenhua Bai, the Landlord, and the Tenant, Alexander Strugach, attended the hearing.

Preliminary Issue:

1. At the hearing, the Tenant, AS, requested an adjournment on the basis that his spouse was unable to attend due to oral surgery performed on February 2, 2026. The Board's portal indicates that the Tenants submitted an adjournment request on February 2, 2026, without the consent of the Landlord.
2. The record further reflects that on January 15, 2026, the Tenants requested that their T6 application be heard together with the Landlord's application. That request was denied by Member endorsement on January 19, 2026.
3. The Tenant, AS, submitted that his spouse was more familiar with the matters raised in the applications and should therefore be present to participate in the hearing. I note, however, that both Tenants are named on the lease agreement and have been parties to these proceedings. The Tenants have also had access to the Board's portal and the relevant materials for a considerable period of time.
4. Interpretation Guideline No. 1 provides guidance regarding adjournment requests. When considering a request for an adjournment that is opposed, a Member must balance the

interests of both parties and consider section 183 of the *Residential Tenancies Act, 2006*, which requires the Board to “adopt the most expeditious method of determining the questions arising in a proceeding.”

5. In this case, the Tenant was served with the N4 Notice of Termination on November 3, 2025. As a result, the Tenants have had ample notice of the issues before the Board and sufficient time to prepare for the hearing. The Tenant also acknowledged that the basis of the T6 application relates to the arrears of rent, which are central to the Landlord’s application currently before the Board.
6. Having considered the circumstances, I am not satisfied that an adjournment is warranted. In balancing the rights of the parties and in keeping with section 183 of the Act, I find that granting an adjournment would not be consistent with the Board’s obligation to proceed in an expeditious manner. Accordingly, the request for an adjournment is denied.

Determinations:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$5,000.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$164.38. This amount is calculated as follows: \$5,000.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 28, 2026, are \$20,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$10,000.00 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.
15. Interest on the rent deposit, in the amount of \$205.40 is owing to the Tenant for the period from February 18, 2025, to February 9, 2026.

Relief from Eviction

16. The Landlord was looking for termination of tenancy.
17. The Tenant did not attend the hearing prepared to propose or discuss a repayment plan for the outstanding arrears. The Tenant submitted that it is their intention to vacate the

rental unit by the end of March 2026. They indicated that if alternative accommodation is secured earlier, they will advise the Landlord as soon as possible.

18. The Tenant further submitted that they do not currently have the funds required to pay the arrears owed to the Landlord. They stated that they are hopeful that they will receive an abatement in relation to their T6 application, which they believe may offset some of the outstanding amount.
19. The Tenant also submitted that the Landlord is holding a \$10,000.00 deposit. The Landlord did not dispute this, and the existence of the deposit is also noted in the lease agreement.
20. The Tenant requested that the Board set a termination date at the end of March 2026 to allow sufficient time to secure new accommodation so that his family could vacate the rental unit. The Tenant testified that he had small children.
21. 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 not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. Postponing the eviction until the end of March 2026 will hopefully give the Tenant time to either void this order or time to find new housing accommodations. However, I have decided not to postpone the eviction any further than March 31, 2026, because of the high amount of outstanding arrears.

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:**
 - \$20,186.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$25,186.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,460.02. 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 \$164.38 per day for the use of the unit starting February 10, 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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

February 17, 2026

Date Issued

Teresa Hunt

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 October 1, 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 February 28, 2026

Rent Owing To February 28, 2026	\$20,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$25,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,186.00

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

Rent Owing To Hearing Date	\$16,479.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$10,000.00
Less the amount of the interest on the last month's rent deposit	- \$205.40
Total amount owing to the Landlord	\$6,460.02
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$164.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	