



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

File Number: LTB-L-100752-25

In the matter of: 1910, 170 BAYVIEW AVE
TORONTO ON M5A 0M4

Between: Dar Shin Tan Landlord
Ya Fang Chang

and

Christopher Liwanag Tenant

Dar Shin Tan and Ya Fang Chang (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Liwanag (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 and their representative, Rong Wei Yu, and the Tenant attended the hearing.

Determinations:

Preliminary issues

1. The Tenant would like the Board to consider his allegations that he has been harassed by the Landlord. The Landlord's representative objected and stated that the Tenant has filed a T6 application which is scheduled to be heard on February 24, 2026, and a T2 application which has not yet been scheduled. He further indicated that the Tenant did not provide the Landlord with advance notice of his intention to raise those issues at this L1 hearing. The Landlord was not prepared to respond to the Tenant's issues.
2. During the hearing the Tenant also confirmed that he has two applications filed, one of which is scheduled to be heard on February 24, 2026. He also did not contest the fact that he did not serve the Landlord with advance notice in accordance with the Board's rules.
3. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise section 82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.

4. Rule 19.5 provides that a Tenant who fails to comply with section 19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.
5. In this case, the Tenants did not comply with the s.82 disclosure requirements set out in the Act and the Board's rules. Further the Tenant had advance notice of this hearing and ample opportunity to raise section 82 issues, but he did not. For this reason, I did not hear the Tenant's section 82 issues. However, the Tenant is able to proceed with his own application to raise the harassment allegations

Rent Arrears

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,048.72. It is due on the 15th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$67.36. This amount is calculated as follows: \$2,048.72 x 12, divided by 365 days.
10. It is not in dispute that the Tenant has not made any payments since the application was filed. The rent arrears owing to February 14, 2026, is \$14,362.44.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,950.00 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. Interest on the rent deposit, in the amount of \$180.76 is owing to the Tenant for the period from November 3, 2021, to February 9, 2026.

Relief from eviction

13. 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 14, 2026, pursuant to subsection 83(1)(b) of the Act. I find that a short postponement is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.
14. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an extended eviction order for termination and eviction to March 14, 2026, for the Tenant to pay off all outstanding amounts and void the order.
15. The evidence establishes that the Tenant is unable to afford the current rent, and the arrears have accumulated to \$14,362.44. The Tenant is unemployed and has not made any payments since the application was filed. I find that the tenancy is not viable.

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 Board in trust:**
 - \$16,597.16 if the payment is made on or before March 14, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,120.32. 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 \$67.36 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 14, 2026, then starting March 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 March 15, 2026.

February 18, 2026

Date Issued

Adeela Alvez

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 September 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.

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 March 14, 2026

Rent Owing To March 14, 2026	\$16,411.16
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,597.16

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

Rent Owing To Hearing Date	\$14,065.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$180.76
Total amount owing to the Landlord	\$12,120.32
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$67.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	