



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102582-25

In the matter of: Upper Level, 918 SRIGLEY ST
Newmarket ON L3Y1X7

Between: Menghui Lin Landlord

And

Michael Madden Tenant
William Madden
Bree Froude
Valerie MacIsaac

Menghui Lin (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Madden, William Madden, Bree Froude and Valerie MacIsaac (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord and the Tenant Michael Madden attended the hearing.

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.
3. The lawful rent is \$3,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$782.83 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$14,689.62. This amount was not in dispute.

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 \$3,400.00 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.
9. Interest on the rent deposit, in the amount of \$141.34 is owing to the Tenant for the period from May 1, 2024 to February 12, 2026.

Relief from eviction

10. The Tenant testified that the year leading up to the hearing had been particularly difficult, citing the loss of two uncles and an injury to another Tenant (his mother) Valerie MacIsaac. The Tenant also experienced a reduction in income due to lost work. He has since returned to his previous employment and believes he can manage a repayment plan of \$1,500.00 per month in addition to the ongoing monthly rent.
11. The Landlord seeks a standard order, noting the significant amount of arrears and expressing doubt that the Tenant can sustain the proposed payment plan.
12. I have considered all relevant circumstances disclosed at the hearing in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the "Act"). I find that it would not be unfair to delay the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. While I have taken the Tenant's proposed payment plan into account, I am not satisfied that it is financially sustainable. The Tenant did not provide evidence of his monthly income or substantiate his ability to commit to total monthly payments of \$4,900.00 (\$3,400.00 rent plus \$1,500.00 toward arrears).
13. Based on the evidence before me, and given the Tenants' health/financial circumstances, I find it appropriate to grant the Tenants until March 31, 2026, to either pay the arrears in full or secure alternative accommodations.

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:**
 - \$14,875.62 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,275.62 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 \$9,275.64. 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 \$111.78 per day for the use of the unit starting February 13, 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 18, 2026
Date Issued

Brett Lockwood
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	\$15,472.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$782.83
Total the Tenant must pay to continue the tenancy	\$14,875.62

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	\$18,872.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$782.83
Total the Tenant must pay to continue the tenancy	\$18,275.62

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

Rent Owing To Hearing Date	\$13,413.81
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$782.83
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$141.34
Total amount owing to the Landlord	\$9,275.64
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$111.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	