



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yang v Mitchell, 2026 ONLTB 16810

Date: 2026-02-27

File Number: LTB-L-070809-25

In the matter of: 1031, 14 DAVID EYER RD
RICHMOND HILL ON L4S0N4

Between: Yong Hong Yang Landlords
Hui Tan

And

Kristina Zaporah Mitchell Tenant

Yong Hong Yang and Hui Tan (the 'Landlords') applied for an order to terminate the tenancy and evict Kristina Zaporah Mitchell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlords and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice'). However, the Landlords have not proven on a balance of probabilities that the N4 Notice correctly states the Tenant's arrears as of the date it was served.
2. At the beginning of the Tenant's tenancy, the lawful rent came due on the 21st day of each month. The last payment to come due on the 21st day of the month – per the Landlords' own evidence – came due on July 21, 2025. This rent charge covers the rental period of July 21 to August 20, 2025.
3. On July 24, 2025, the parties agreed in writing to change the date that rent would become payable to the 1st day of the month. In his email to the Tenant confirming the change of payment date, the Landlord Yong Hong Yang identified a "10 days gap" and demanded that the Tenant pay him \$963.33 immediately to cover the gap and that the Tenant pay a full month's rent on August 1, 2025.

4. There are several errors here which, cumulatively, result in the N4 Notice being invalid.
5. When the parties changed the terms of the agreement, the rent for the period of July 21 to August 20, 2025, had already come due. While the parties agree that this rent had not been paid by the Tenant by July 24, 2025, it had already been charged by the Landlords.
6. The Landlords are correct that changing the rent due date from the 21st day of the month to the 1st day of the month creates a bridging partial rental period for which the Tenant must pay rent. However, this period would run from August 21, 2025, to August 31, 2025.
7. The Landlord asserts in his email that the agreed change to the payment date creates a ten-day bridging period. That is incorrect. The bridging period is 11 days long: August 21, 2025, to August 31, 2025, inclusive of both dates.
8. Mr. Yang calculated the rent for this bridging period to be \$963.33 – which is one-third of the lawful monthly rent. This, too, is incorrect. The lawful rent for the bridging period should have been calculated with reference to the daily rent for the rental unit: \$95.01. This amount is calculated as follows: \$2,890.00 x 12, divided by 365 days. Therefore, for the 11-day bridging period, the additional rent owing would be \$1,045.11, covering the period up to August 31, 2025. Thereafter, per the parties' agreement, the monthly rent would come due on the first day of the month starting September 1, 2025.
9. The rental period and the arrears stated on the N4 Notice are, therefore, incorrect and thus no valid notice has been issued by the Landlord under section 59 of the Act.
10. After determining that the N4 Notice is invalid, I considered whether the Landlord had proven the balance of the arrears owed by the Tenant up to the date of the hearing on a balance of probabilities, in which case it would be appropriate for me to issue an order requiring the Tenant to pay those arrears. However, I am not satisfied that the arrears balance presented by the Landlord was accurate up to the date of the hearing and therefore the Landlord's application is dismissed.
11. First, as noted above, the Landlord charged the Tenant an incorrect amount with respect to the bridging period of August 21, 2025, to August 31, 2025. That said, I have been able to calculate the rent that came due in this period so this, in and of itself, is not fatal to the Landlord's application. This error can be corrected based on the information presented at the hearing.
12. However, there is a second issue with the Landlord's recordkeeping that makes it difficult to assess the amount of arrears owed. The Landlord provided a ledger of various amounts charged to the Tenant by the Landlords. These charges include rent charges – which are the subject of this L1 application – and two other categories of charges: hydro and "equipment rent" (the meaning of this column was not clearly articulated at the hearing). There is one hydro charge of \$98.34 listed for the approximately 6-month period shown in the ledger, and seven "equipment rent" charges ranging from \$60.26 to \$187.12.
13. The Tenant's payments to the Landlord and the running balance of her account, however, are not similarly disaggregated. There is one column listing payments the Tenant made and another column listing the total amount the Landlord believes the Tenant owes across the three categories. This muddies the waters, as a running total of each category of charge is not maintained.

14. According to the ledger, the Tenant made a payment of \$1,268.66 to the Landlord on December 5, 2026. The Landlord asserted at the hearing that this amount was attributable to the equipment rent and hydro charges and therefore ought not be calculated into the arrears balance. No documentary evidence (i.e. a cheque with a note, an e-Transfer memo, an email between the parties clarifying the payment) was presented to show that the payment was not attributable to the rent arrears.
15. When applying to the Board for an order for payment of rent arrears, a landlord must satisfy the Board on a balance of probabilities that the arrears balance presented is accurate. In this case, absent documentary evidence corroborating the Landlords' account of the Tenant's payments, the Landlord has failed to do so.
16. As such, the Landlords' application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 27, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.