



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

File Number: LTB-L-104084-25

In the matter of: 306, 36 FOREST MANOR RD
NORTH YORK ON M2J0H3

Between: BINGCHENG CHEN Landlord

And

DE JAUN AVERY WILLIAMS Tenant

BINGCHENG CHEN (the 'Landlord') applied for an order to terminate the tenancy and evict DE JAUN AVERY WILLIAMS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on February 18, 2026. The Landlord was represented by Mei Long and the Tenant was present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord served the Tenant with a 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.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by February 26, 2026.
- d. The lawful rent is \$2,700.00. The rent is due on the 23rd day of each month.
- e. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
- f. The rent arrears owing by the Tenant up to and including February 22, 2026, including the \$186.00 application filing fee are \$11,886.00.

- g. The Landlord collected a rent deposit of \$2,700.00 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. The interest due on the rent deposit is \$135.16. This is equal to \$2,835.16.
- h. The Tenant will pay the Landlord daily rent in the amount of \$88.77 for February 23 – February 26, 2026, which is equal to \$355.08. This will be deducted from the rent deposit and interest, so the remaining rent arrears is equal to \$9,405.92.
- i. In consideration of the Tenant terminating the tenancy and entering into this Consent Order, the Landlord will agree to a payment plan regarding the rent arrears.

It is ordered on consent that:

- 1. The Tenant shall pay to the Landlord \$9,405.92 for arrears of rent, and rent due up to February 26, 2026, including the application filing fee.
- 2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
March 25, 2026	\$1,567.65
April 25, 2026	\$1,567.65
May 25, 2026	\$1,567.65
June 25, 2026	\$1,567.65
July 25, 2026	\$1,567.65
August 25, 2026	\$1,567.67

- 3. If the Tenant does not comply with the payment plan set out in paragraph 2, the balance becomes due and owing, and the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.
- 4. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than February 26, 2026.
- 5. If the unit is not vacated on or before February 26, 2026, then starting February 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting February 27, 2026, until the date the Tenant moves out of the unit.

7. If the unit is not vacated on or before February 26, 2026, then the payment plan set out in paragraph 2, is void and the balance of the rent arrears become due and owing, and the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.
8. The Landlord has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
9. If the unit is not vacated on or before February 26, 2026, then starting February 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 February 27, 2026.

February 24, 2026
Date Issued

Helen Giannini
Hearings Officer, 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.