



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

File Number: LTB-L-105426-25

In the matter of: Room in Basement
35 South Bartlett St
Kingston, ON K7K1X3

Between: Duo Fu Landlord

And

Kevin Thompson Tenant

Duo Fu (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Thompson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. At the commencement of the hearing, the Landlord requested that the L1 application be amended to properly identify the rental unit by adding "room in basement". The rental unit was properly identified in the N4 notice of termination. The Tenant was not opposed to the request to amend. As there was no opposition to the request to amend the L1 application, and there was no prejudice to the Tenant, the request was granted. The L1 application has been amended accordingly.

The L1 Application:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$750.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$3,750.00. The Tenant did not dispute the amount of arrears.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$750.00 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.
10. Interest on the rent deposit, in the amount of \$9.75 is owing to the Tenant for the period from July 14, 2025 to February 24, 2026.

Relief from eviction:

11. Pursuant to section 83(2) of the Act, the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
12. The Landlord sought an order terminating the tenancy and evicting the Tenant because the Tenant has not paid any rent since October 2025 and the Landlord relies on the payment of rent to pay the mortgage and other expenses associated with the rental complex. As the Tenant has not paid rent to the Landlord for a number of months, the arrears continue to grow and the Tenant has not communicated with the Landlord, the Landlord feels it would be reasonable to terminate the tenancy and evict the Tenant.
13. The Tenant wishes to preserve the tenancy but states he has not been able to pay rent due to losing his job as a result of a medical issue which required hospitalization for a week. The Tenant states that he is trying to find employment and is currently in receipt of Ontario Works but the monthly benefit does not cover his total rent. The Tenant has also recently applied for ODSP benefits and is waiting for a determination as to whether he will be entitled to those additional benefits. While the Tenant states he does have family in the Kingston area, he is uncertain as to whether they can assist him and has applied for subsidized housing. He requests 60 days to either pay the arrears or find alternative accommodations.
14. Given all of the evidence and submissions before us, we are satisfied that it would not be unfair to the Landlord to give the Tenant some additional time to move. The Tenant has made no proposal to pay rent, has not paid rent to the Landlord in quite some time, and it does not appear that he has the means to pay the rent. While we accept the Tenant has had difficulties, particularly with his personal and financial circumstances, he has made no attempt to contact the Landlord to discuss his situation. This tenancy, in our view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant as the arrears are surmounting.

15. We 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, so as to allow the Tenant to either pay the outstanding rent arrears or find a new place to live.

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:**
 - \$4,686.00 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 \$3,018.09. 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 \$24.66 per day for the use of the unit starting February 25, 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.

March 11, 2026
Date Issued

Farzana Kanji
Member, Landlord and Tenant Board

March 11, 2026
Date Issued

Heather Chapple
Vice-Chair, 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 March 31, 2026

Rent Owing To March 31, 2026	\$4,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,686.00

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

Rent Owing To Hearing Date	\$3,591.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$750.00
Less the amount of the interest on the last month's rent deposit	- \$9.75
Total amount owing to the Landlord	\$3,018.09
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	