



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103935-25

In the matter of: 59 CHATSWORTH DR
TORONTO ON M4R1R6

Between: Xinnan Jiang Landlord

And

Asal SAHABI Tenant

Xinnan Jiang (the 'Landlord') applied for an order to terminate the tenancy and evict Asal SAHABI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue –Xiaolei “Jessica” Yin:

1. At the start of the hearing, the Landlord had Xiaolei “Jessica” Yin (XJY) appear on their behalf. However, it was determined that XJY was attending the hearing in a professional capacity, however, was neither a direct employee of the Landlord nor a licensee of the Law Society of Ontario. XJY presented herself as part of a property management team that represents several landlords in Ontario. The Landlord identified XJY as their “real estate agent”.
2. In considering the issue I look to the Board's *Practice Direction on Representatives before the Landlord and Tenant Board*. A person who is not licensed by the LSO may **not** represent a party unless that person falls within the specific licensing exemptions established by the LSO. An unlicensed person seeking to represent a party at the LTB must be prepared to explain which exemption they believe is applicable.
3. I was not satisfied that XJY fell under any of the exemptions established by the LSO. For that reason, I did not permit XJY to act in any capacity before the LTB. The Landlord proceeded with the matter self-represented.

Preliminary Issue – Rent Deposit Applied Incorrectly:

4. The L1 application showed that a Last Month's Rent (LMR) deposit of \$5,000.00 had been collected on June 15, 2019. At the hearing the Landlord stated that the deposit had been used against arrears on a non-specified date in January 2020. The Tenant denied having given consent to this process.
5. Pursuant to s. 106(10) of the *Residential Tenancies Act*, a Landlord **shall** apply a rent deposit that a tenant has paid to the landlord in payment of the rent for the last rent period before the tenancy terminates.
6. Based on the evidence before me, I am not satisfied that the Tenant had knowledge of any use of the LMR prior to this hearing.
7. I find that the Landlord incorrectly applied the LMR deposit to the arrears, without the Tenants authorization. Therefore, I find that the Landlord is still in possession of the LMR deposit in the amount of \$5,000.00.

Merits of Application:

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$5,384.46. It is due on the 5th day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$177.02. This amount is calculated as follows: $\$5,384.46 \times 12$, divided by 365 days.
12. The Tenant has paid \$11,907.00 to the Landlord since the application was filed.
13. The rent arrears owing to March 4, 2026, are \$5,130.84.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$5,000.00 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.
16. Interest on the rent deposit, in the amount of \$618.64 is owing to the Tenant for the period from June 15, 2019, to February 25, 2026.

Eviction Relief:

17. The Landlord testified that they have consistently tried to work with the tenant regarding arrears and late payments. The Landlord testified that she speaks to the Tenant monthly and what arrangements could be made to collect the outstanding payments, including extending due dates and allowing the tenant to pay late.

18. The Tenant agrees with the amount owing and does not dispute that there are arrears. The Tenant testified that she has fallen into arrears because she relies on income from her home country, and they have been experiencing "extreme difficulties". She also testified that because of the situation in her home country, and fearing for the safety of her family, she has been suffering from mental health issues.
19. The Tenant proposed that she be able to pay off the arrears with a payment plan and that she wished to continue the tenancy. After we conducted an analysis of the Tenant's income and expenses, I was not satisfied that the Tenant's income is sufficient to pay any new rent, let alone participate in any payment plan that would not prejudice the Landlord. Therefore, the Tenant's request for a conditional order is denied.
20. As of the date of the hearing, the Tenant has not canvassed the housing market for any alternative accommodations.
21. I have considered all 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.

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:**
 - \$5,316.84 if the payment is made on or before March 4, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,701.30 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,968.84. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$177.02 per day for compensation for the use of the unit starting February 26, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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 4, 2026
Date Issued

Chris Hall
Member, Landlord and Tenant Board

Robert Brown
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 March 4, 2026

Rent Owing To March 4, 2026	\$17,037.84
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,907.00
Total the Tenant must pay to continue the tenancy	\$5,316.84

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 April 4, 2026	\$22,422.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,907.00
Total the Tenant must pay to continue the tenancy	\$10,701.30

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

Rent Owing To Hearing Date	\$15,370.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,907.00
Less the amount of the last month's rent deposit	- \$5,000.00
Less the amount of the interest on the last month's rent deposit	- \$618.64
Total amount owing to the Landlord	\$(1,968.84)
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$177.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

