



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107309-25

In the matter of: 1520, 251 JARVIS ST
Toronto ON M5B2C2

Between: Xiao Bing Huang Landlord

And

Alfred Joel Okyere Tenant

Xiao Bing Huang (the 'Landlord') applied for an order to terminate the tenancy and evict Alfred Joel Okyere (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 2, 2026.

Only the Landlord's Agent, Ka Bong Ng, and the Landlord's Legal Representative, Zi Yi Liu, attended the hearing.

As of 10:24 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$2,200.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$16,600.00.
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 \$2,200.00 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 \$63.48 is owing to the Tenant for the period from December 26, 2024 to March 2, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times in the past 10 months, as follows:

Rent Due Date	Rent Paid Date
February 1, 2025	Partial payment
March 1, 2025	March 19, 2025
April 1, 2025	Partial payment
May 1, 2025	May 28, 2025
June 1, 2025	June 7, 2025
July 1, 2025	July 18, 2025
August 1, 2025	August 30, 2025
September 1, 2025	September 29, 2025
October 1, 2025	October 29, 2025
November 1, 2025	Not paid

11. Since the service of the N8 Notice, the Tenant has paid late (or not at all) 4 times in 4 months.
12. I accept the uncontested evidence of the Landlord and am satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.

Relief from Eviction

13. I 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenant did not attend the hearing and did not present evidence on this issue. The Landlord was unaware of any circumstances that would favour refusal of or postponement of eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 17, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$12,467.18. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting March 3, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 17, 2026, then starting March 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 March 18, 2026.

March 6, 2026

Date Issued

Curtis Smith

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 of the Tenant expires on September 18, 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 as the tenancy is terminated

Rent Owing To March 2, 2026	\$16,744.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,200.00
Less the amount of the last month's rent deposit	-\$2,200.00
Less the amount of the interest on the last month's rent deposit	-\$63.48
Total amount owing to the Landlord	\$12,467.18
Plus daily compensation owing for each day of occupation starting March 3, 2026	\$72.33 (per day)