



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

File Number: LTB-L-108782-25

In the matter of: 18 Mogul Rd
Vaughan ON L4H4R5

Between: Wan Yin Lui Landlord

And

Leat Zer-Aviv Tenant

Wan Yin Lui (the 'Landlord') applied for an order to terminate the tenancy and evict Leat Zer-Aviv (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on March 9, 2026, by video conference, at which the parties came to a consent and requested to meet with the Dispute Resolution Officer/Hearings Officer, Christine Leitch.

The Landlord's Representative, Raymond Lee, the Landlord, and the Tenant were present.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

The parties agreed to the following:

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 \$3,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.42. This amount is calculated as follows: \$3,450.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$16,387.00.

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 \$3,450.00 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 \$56.77 is owing to the Tenant for the period from May 28, 2025 to March 9, 2026.
10. The Rent Deposit and any interest owing on the rent deposit shall be applied to the last month of the tenancy. Any amount exceeding the lawful monthly rent will be applied to the arrears of rent up to March 31, 2026.
11. The parties agree to the non-voidable termination date set out in the order below.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit on or before April 30, 2026.
2. The Tenant shall also pay the Landlord compensation of \$113.42 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
3. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.
4. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 May 1, 2026.

March 16, 2026
Date Issued

Christine Leitch
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 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.