



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079917-25

In the matter of: 2C, 202 HUGHSON ST N
HAMILTON ON L8L4M3

Between: WENFENG LAN Landlord

And

Pamela Norine Myke Tenant

WENFENG LAN (the 'Landlord') applied for an order to terminate the tenancy and evict Pamela Norine Myke and (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes. **(L1 application)**
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises. **(L2 application)**

WENFENG LAN (the 'Landlord') also applied for an order requiring Pamela Norine Myke (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 23, 2026.

Only the Landlord attended the hearing.

As of 10:36am, 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.

Preliminary:

Named Tenant is an occupant

1. The Landlord stated that one of the Tenant's named on the application, Michelle Nicole was not a Tenant and was an occupant in the rental unit.
2. The Board has no jurisdiction to issue an order on an occupant of a rental unit. An occupant has no contractual relationship with the landlord and cannot file an application or be named as a party to one, as is the case before me.
3. Therefore, the application is amended to remove the named Tenant Michelle Nicole, and is reflected in this order.

Determinations:

L1 application

4. The rental unit is a room in a rooming house. The Tenant lives in one of four rooms located on the second floor.
5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$685.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$22.52. This amount is calculated as follows: $\$685.00 \times 12$, divided by 365 days.
9. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
10. The rent arrears owing to February 28, 2026 are \$2,145.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$555.00 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.
13. Interest on the rent deposit, in the amount of \$60.67 is owing to the Tenant for the period from February 1, 2020 to February 23, 2026.
14. The Landlord is seeking a standard order for eviction and arrears.

15. The Landlord stated the Tenant has an adult daughter living in the rental unit but there are no young children residing in the rental unit. The Landlord is not aware of any medical issues or health concerns of the Tenant or the adult daughter.
16. The Tenant did not attend the hearing to provide testimony of her own for my consideration to delay or deny the Landlord's request, therefore the Landlord's request is granted.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

L2 application

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenanc. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 16, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of June 6, 2025. The Landlord stated the Tenant did not void the first N5 notice. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On September 8, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of September 28, 2025. The notice of termination alleges the Tenant has substantially interfered with the substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.
5. In the second N5 notice, the Landlord has checked off "You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction."
6. The Landlord did not check the box indicating, "I can apply to the Board immediately for an order to evict you."
7. A notice of termination must clearly set out the alleged conduct and consequences of the notice so the tenant can understand the case they must meet and their rights under the Act. The Divisional Court in *Ball v. Metro Capital Property* held that notices must be sufficiently detailed and clear to allow tenants to know what is alleged against them and what they must do to avoid eviction. Where a landlord intends a notice to be a second, non-voidable N5, the notice must say so. Failing to indicate that the notice is a second N5

is prejudicial because the Tenant is led to believe the notice is voidable and that they have a fresh opportunity to correct the behaviour within seven days.

8. I find that the second N5 was not served in accordance with the Act as a valid second, non-voidable notice under section 68. On its face, it is a first, voidable N5. The Landlord's intention cannot remedy the deficiencies in the notice. As the application was advanced on the basis that this was a second notice, and in the absence of evidence showing that the Tenant failed to correct the alleged problems within the seven-day period, the Landlord has not established grounds for termination based on substantial interference or damage.
9. Therefore, the Landlord's L2 application must be dismissed.
10. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

L1 application

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:**
 - \$3,016.00 if the payment is made on or before March 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,548.29. 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 \$22.52 per day for the use of the unit starting February 24, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 30, 2026, then starting March 31, 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 March 31, 2026.

It is ordered that:

L2 application

1. The Landlord's L2 application is dismissed.

March 19, 2026

Date Issued

Greg Brocanier

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 September 30, 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 30, 2026

Rent Owing To March 31, 2026	\$5,430.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Total the Tenant must pay to continue the tenancy	\$3,016.00

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

Rent Owing To Hearing Date	\$4,577.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Less the amount of the last month's rent deposit	- \$555.00
Less the amount of the interest on the last month's rent deposit	- \$60.67
Total amount owing to the Landlord	\$1,548.29
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$22.52 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	