



AMENDED Order under Section 69 Residential Tenancies Act, 2006

Citation: BURIAS v LIN, 2026 ONLTB 12649

Date: 2026-03-13

File Number: LTB-L-098055-25-AM

In the matter of: 127 RISEBROUGH CIRCT
MARKHAM ON L3R3E1

Between: DIONELIA BURIAS

Landlord

And

XINGXIN (Andy) LIN
POOI LING (Hannah) CHING

Tenant

The following order amended the lawful rent amount in paragraph 7 and the corresponding calculations in paras 9-10, 17, 20-21 and Schedule 1. No other changes were made.

DIONELIA BURIAS (the 'Landlord') applied for an order to terminate the tenancy and evict XINGXIN (Andy) LIN and POOI LING (Hannah) CHING (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 3, 2026.

The Landlord and the Tenants attended the hearing. Xingxin Lin spoke on behalf of both Tenants through his cousin, Jie Chen, who interpreted Mandarin to English for the hearing. Both the Landlord and Tenants were self-represented and had participated in mediation beforehand.

Determinations:

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.

What is the Lawful Rent?

3. At the beginning of the hearing, the lawful rent was contested. The Landlord argued it was \$2900.00/month and the Tenant argued that it was \$2600.

4. I find that the lawful rent was \$2900.00 based on the previous Order of the LTB, LTB-L-041350-25, dated August 8, 2025.
5. The Landlord further indicated that on August 24, 2025, she served an N1 Notice of Rent Increase to the Tenants. The increase went into effect on December 1, 2025, and the lawful rent increased to \$2972.50, which represents a 2.5% increase. I find that this increase is valid because it accords the Guideline and was provided with more than 90 days' notice.
6. There is no evidence of a renegotiated lease before me, and so I dismiss the Tenants' submission.
7. I therefore find that the lawful rent is **\$2,972.50**. It is due on the first day of each month.
8. Based on the Monthly rent, the daily rent/compensation is **\$97.73**. This amount is calculated as follows: **\$2,972.50** x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to February 28, 2026 are **\$17,617.50**.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from Eviction

13. The Landlord requests a standard, 11-day eviction order unless the Tenant voids this order by paying the outstanding arrears and filing fee. The Landlord made efforts to negotiate a payment plan with the Tenants. She has incurred financial strain due to expenses and mortgage payments because of the Tenants' failure to pay rent.
14. The Tenants wish to preserve the tenancy. Mr. Lin testified that he was treated for a serious medical condition in November 2025 and had two surgeries in the last year. At the time of the hearing, he did not have proof, but I gave him until the end of the day to upload a medical note, and he has done so. I am satisfied that he has a serious condition. He told me he is unable to drive, and relies on friends and family to get around. He is a self-employed businessman, but has been unable to work for the last year because of his medical condition. He and his family currently receive financial support from relatives. His wife is also not working because she is taking care of their baby.
15. I have to consider the prejudice to both parties in this situation. I note that the Tenants have made no good faith attempts at repayment since the application was filed, and in fact have an order against them on previous L1 application with the same Landlord for thousands of dollars. I heard no evidence that this amount has been paid, or whether the order was enforced. I am satisfied that their requested 4 months' delay of an eviction order is unfair to the Landlord, but an 11-day Order would be inhumane given the presence of a young child,

the winter months, and Mr. Lin's medical state. Therefore, 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 not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

16. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
17. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **\$20,776.00** if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
18. 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.
19. **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.**
20. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$15,124.19**. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
21. The Tenant shall also pay the Landlord compensation of **\$97.73** per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.
22. 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.
23. 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.
24. 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 13, 2026

Date Issued

Vanessa Davies

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 February 28, 2026

Rent Owing To February 28, 2026	\$17,617.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,803.50

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 March 31, 2026	\$20,590.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,776.00

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

Rent Owing To Hearing Date	\$14,938.19
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,124.19
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$97.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	