



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001527-26

In the matter of: 1211, 585 PROUDFOOT LANE
LONDON ON N6H4R6

Between: Old Oak Properties Inc Landlord

And

Menghui Zhang Tenant

Old Oak Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Menghui Zhang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

Only the Landlord's Representative, Ayden Pearson, attended the hearing.

As of 1:59 p.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:

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 uncertain whether the Tenant was still in possession of the rental unit. The Tenant's personal belongings are all still in the unit and the keys remain in his possession, but the fob system shows that the Tenant has not fobbed into the building since December 15, 2025. All of the Landlord's notices are still attached to the unit's door. As the belongings and keys are still with the Tenant, and the Tenant has not given any notice, I find that the Tenant is still in possession of the rental unit.
3. The lawful rent is \$1,105.41. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.34. This amount is calculated as follows: \$1,105.41 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 \$10,599.07.
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 \$1,051.56 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 \$4.60, is owing to the Tenant for the period from January 1, 2026, to March 17, 2026.

Relief from Eviction

10. The Landlord attempted to negotiate a payment plan by sending a letter to the Tenant on February 26, 2026. There was no response.
11. As the Tenant did not attend the hearing, there is limited evidence before me to consider delaying or denying eviction. I note that the Tenant has not made any good faith payments toward the arrears since the application was filed.
12. Therefore, 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.

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:**
 - \$10,785.07 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,890.48 if the payment is made on or before April 6, 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 April 6, 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 April 6, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,241.28. 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 \$36.34 per day for the use of the unit starting March 18, 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 April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 April 7, 2026.

March 26, 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 7, 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 31, 2026.

Rent Owing to March 31, 2026	\$10,599.07
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,785.07

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 6, 2026.

Rent Owing to April 30, 2026	\$11,704.48
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,890.48

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

Rent Owing to Hearing Date	\$10,111.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,051.56
Less the amount of the interest on the last month's rent deposit	- \$4.60
Total amount owing to the Landlord	\$9,241.28
Plus, daily compensation owing for each day of occupation starting March 18, 2026	\$36.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	