



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jesin v Zhang, 2026 ONLTB 23656

Date: 2026-03-20

File Number: LTB-L-000829-26

In the matter of: 703, 17 BARBERRY PL
NORTH YORK ON M2K3E2

Between: Janie Jesin Landlord

And

Monan Zhang Tenant

Janie Jesin (the 'Landlord') applied for an order to terminate the tenancy and evict Monan Zhang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's Representative, Ian Shemesh, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$2,030.00. It is due on the 1st day of each month.
4. It was undisputed that the rent arrears owing to March 31, 2026, are \$16,240.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$16,426.00.

Relief from eviction

7. The Tenant testified that he could pay ongoing rent as of April 1, 2026 and \$2,030.00 toward arrears on the 1st of each month starting April 1, 2026 until the arrears are paid in full. The Tenant also provided information about his income and his expenses.
8. The Landlord's Representative submitted that the Landlord was seeking a standard order and still had carrying costs and was in a precarious financial position without payment from the Tenant. The Landlord's Representative submitted that the Tenant was not genuine in presenting his financial circumstances and that the Tenant's payment plan put the Tenant in a tight financial position that could easily result in default.
9. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
10. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
11. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
12. Here, the Tenant provided evidence of his willingness and ability to pay both the ongoing rent and the arrears, while the payment plan may result in the Tenant being in a tight financial situation during the payment plan, the Tenant's testimony did establish that he would be able to afford it. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing
13. As such, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$16,426.00 for arrears of rent up to March 31, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
April 1, 2026	\$2,030.00
May 1, 2026	\$2,030.00
June 1, 2026	\$2,030.00

July 1 2026	\$2,030.00
August 1, 2026	\$2,030.00
September 1, 2026	\$2,030.00
October 1, 2026	\$2,030.00
November 1, 2026	\$2,030.00
December 1, 2026	\$186.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 2026 to December 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 20, 2026

Date Issued

Nicole Pedron

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.