



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nguyen v Bryan, 2026 ONLTB 26242

Date: 2026-03-27

File Number: LTB-L-000070-26

In the matter of: 4209, 225 COMMERCE ST
Vaughan ON L4K0R1

Between: Thi Loan Nguyen Landlord

And

Tamara Sabrina Bryan Tenant

Thi Loan Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Tamara Sabrina Bryan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 19, 2026.

The Landlord's agent, Yuxi Liu, and the Tenant attended the hearing.

Pursuant to section 17(1) of the Statutory Powers Procedure Act, this written decision replaces my oral decision made at the hearing.

Determinations:

Preliminary Issue:

1. The Landlord improperly named the Tenant's two minor children as Respondent Tenants on the application. Pursuant to section 201(1)(f) of the Residential Tenancies Act, 2006 (the 'Act'), the Landlord's application is amended to remove Nashia Donalds and Cee-anna Cross as Respondent Tenants.

L1 Application:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.

4. The lawful rent is \$2,175.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$71.51. This amount is calculated as follows: \$2,175.00 x 12, divided by 365 days.
6. The Tenant has paid \$2,175.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$6,525.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,175.00 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.
10. Interest on the rent deposit, in the amount of \$36.79 is owing to the Tenant for the period from May 30, 2025 to March 19, 2026.

Relief from Eviction:

11. The Tenant does not dispute the arrears owing. The Tenant stated she was out of work for a while and has had difficulty catching up on the rent due and her utility bills. The Tenant has lived in the rental unit for approximately 10 months with her two children ages 13 and 7.
12. The Tenant testified that she just started a part-time job on February 21, 2026. Her sources of income in addition to her part-time employment are the Child Tax Benefit and child support. A review of the Tenant's income which the Tenant states is approximately \$3,200.00 per month versus the Tenant's core expenses such as rent, food, utilities, and transit revealed the Tenant is in a deficit of \$675.00 per month.
13. The Tenant has not looked for alternative housing nor has the Tenant sought the assistance of any community rent bank programs. The Tenant would like the Board to consider a payment plan and stated that her family will assist her with monthly payments towards the arrears.
14. The Landlord's agent submitted the Landlord is a small landlord with two children of their own to support. The Landlord carries a large mortgage on the property and is experiencing financial hardship due to the arrears owing.
15. I am not satisfied that the Tenant can manage a payment plan. Although the Tenant stated that family members would assist with payments, this support is not guaranteed. Further, based on the Tenant's income and expenses, I am not satisfied that the tenancy is financially viable, as the Tenant does not appear to have sufficient income to pay the lawful rent while also meeting basic living expenses such as food and heat.
16. However, because the Tenant has two young children living in the rental unit, I find that a short delay of the eviction is appropriate. This delay will give the Tenant an opportunity to seek financial assistance to pay the arrears or, if that is not possible, to find alternative

housing. I have also considered the Landlord's financial hardship and find that a longer delay would cause undue prejudice to the Landlord.

17. 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 April 15, 2026, pursuant to subsection 83(1)(b) 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:**

- \$6,711.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,886.00 if the payment is made on or before April 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,682.90. 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 \$71.51 per day for the use of the unit starting March 20, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 16, 2026.

March 27, 2026
Date Issued

Melissa Anjema
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 16, 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	\$8,700.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,175.00
Total the Tenant must pay to continue the tenancy	\$6,711.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 15, 2026

Rent Owing To April 30, 2026	\$10,875.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,175.00
Total the Tenant must pay to continue the tenancy	\$8,886.00

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

Rent Owing To Hearing Date	\$7,883.69
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,175.00
Less the amount of the last month's rent deposit	- \$2,175.00
Less the amount of the interest on the last month's rent deposit	- \$36.79
Total amount owing to the Landlord	\$3,682.90
Plus daily compensation owing for each day of occupation starting March 20, 2026	\$71.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

