



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-002836-26

In the matter of: 20 MCCAUL ST
MARKHAM ON L6C 2E5

Between: Liza Yim Ling Chan Landlord

and

Changhao Wang Tenant

Liza Yim Ling Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Changhao Wang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owe.

This application was heard by videoconference on March 17, 2026. The Landlord's agent, Asta Law, the Tenant's interpreter, Karen Qu, and the Tenant, Changhao Wang, attended the hearing.

Determinations:

Preliminary Issues

1. The application names two Tenants, Changhao Wang and Ruotong Mao.
2. Changhao Wang testified that he received the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on December 12, 2025 by email, which is 14 days prior to the termination date set out on the N4 notice. He also testified that Ruotong Mao vacated the rental unit in July 2025. The Landlord's agent indicated that all the Tenants are jointly and severally liable under the tenancy agreement.
3. Based on the evidence before me, Ruotong Mao, vacated the rental unit before the N4 notice was served and before the Landlord filed the L1 application on January 10, 2026. It may be that Ruotong Mao remains a Tenant and is jointly liable for the arrears in question: *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB) at paras 21-23, 64-68. However, while the Board has the jurisdiction to order arrears against a Tenant or former Tenant no longer in a possession of a rental unit, they must be served with notice of the application and notice of the hearing, in accordance with Rule 3.3 of the *Board Rules of Procedure*. In this case, that did not occur because Ms. Mao vacated the unit prior to the service of the N4 Notice and the L1 Application.

4. As I am not satisfied that Ruotong Mao received adequate notice of this proceeding, the Board cannot make an order against her. Therefore, Ruotong Mao is removed from the application.

L1 Application

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 were still in possession of the rental unit.
7. It is undisputed that the lawful rent is \$3,209.13 and it is due on the 21st day of each month. The Tenant has not made any payments to the Landlord since the application was filed. The rent arrears owing to March 20, 2026, is \$12,836.52.
8. Based on the Monthly rent, the daily rent/compensation is \$105.51. This amount is calculated as follows: $\$3,209.13 \times 12$, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,209.13 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. Interest on the rent deposit, in the amount of \$12.19 is owing to the Tenant for the period from January 11, 2026, to March 17, 2026.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
12. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Tenant testified that he is unemployed, he indicated that his family sends him money for rent. He requested until April 20, 2026 to pay the full arrears. While the Landlord submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, based on the evidence before me I find that a brief postponement to April 30, 2026 is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:

- \$16,231.65 if the payment is made on or before April 20, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,440.78 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,229.82. 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 \$105.51 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

March 26, 2026
Date Issued

Adeela Alvez
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 November 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 April 20, 2026

Rent Owing To April 20, 2026	\$16,045.65
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,231.65

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To May 20, 2026	\$19,254.78
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,440.78

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

Rent Owing To Hearing Date	\$12,265.14
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,209.13
Less the amount of the interest on the last month's rent deposit	- \$12.19
Total amount owing to the Landlord	\$9,229.82
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$105.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	