



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

File Number: LTB-L-108643-25

In the matter of: 222 WINTERMUTE BLVD.
SCARBOROUGH ON M1W3L5

Between: Xiang Gao Landlord

And

Joseph L. Law Tenant

Xiang Gao (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph L. Law (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

Only the Landlord and the Landlord's Support, Ye Chen, attended the hearing.

As of 2:11 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:

Validity of the N4

1. The N4 Notice of Termination ("N4 notice") the Landlord served the Tenant does not have a total on the second page of the N4 notice. However, the Landlord indicated that he simply forgot to finish filling out the chart.
2. Section 212(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that an error in the contents of a form will still be substantially compliant with the Act as long as the error does not significantly prejudice a party's ability to participate in the proceeding.
3. Here, I am satisfied that there error did not substantially prejudice the Tenant's ability to participate because the rent charged indicated on page 2 of the N4 notice minus the rent paid on page 2 equals the amount claimed on page 1 and therefore, the math is correct and the amount stated on page 1 is correct even if not stated on page 2.
4. As such, I am satisfied that the N4 notice substantially complies under section 212(2) of the Act.

Amount of arrears

5. 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 was still in possession of the rental unit.
7. The lawful rent is \$700.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 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 March 31, 2026, are \$9,100.00.
11. There is no last month's rent deposit.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs, however the Landlord is not seeking reimbursement of this fee.
13. The Landlord provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
14. 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:**
 - \$9,800.00 if the payment is made on or before April 18, 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 18, 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 18, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,952.24. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$23.01 per day for the use of the unit starting March 25, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026.

April 7, 2026
Date Issued

Nicole Pedron
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 19, 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 18, 2026

Rent Owing To April 30, 2026	\$9,800.00
Total the Tenant must pay to continue the tenancy	\$9,800.00

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

Rent Owing To Hearing Date	\$8,952.24
Total amount owing to the Landlord	\$8,952.24
Plus, daily compensation owing for each day of occupation starting March 25, 2026	\$23.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	