



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

File Number: LTB-L-000588-26

In the matter of: 37 Magani Ave.
Bradford West Gwillimbury, ON L3Z2S5

Between: Seul Gi Yang Landlord

And

Jessica Lopez Tenant

Seul Gi Yang (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Lopez (the 'Tenant') because the Tenant did not pay the rent owed.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 11, 2026.

The Landlord and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

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 still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to March 14, 2026, are \$12,000.00.
7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
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 \$3,000.00 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 \$11.22 is owing to the Tenant for the period from January 6, 2026, to March 11, 2026.

Relief from eviction

11. 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 not be unfair to postpone the eviction until April 15, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord submitted that the Tenant fell into rental arrears beginning in November 2025. The Landlord subsequently notified the Tenant of the outstanding balance and requested that a payment arrangement be made. The Landlord sent multiple messages in December, specifically the Landlord asked the Tenant for a payment plan on December 15, 2025. In response the Tenant advised the landlord that she was out of the country and that her bank account had been frozen. The Landlord testified that she has not heard from the Tenant since December 15, 2025, and that the Tenant also owes her for outstanding utility bills. Given the total amount of the arrears and that no payment has been made since the application was filed, the Landlord requested that a standard eviction order be issued.
13. The Tenant did not dispute the amount of the arrears. She testified that she is a single parent and is currently unemployed. She stated that she wanted to set a termination date and vacate the rental unit, acknowledging that she does not have sufficient income to pay new monthly rent or to propose a viable repayment plan. Considering the Landlord's request for a standard eviction order, and the

last month rent deposit, the Tenant agreed to a termination date of April 15, 2026.

14. Parties were informed that a voidable order would issue with a termination date of April 15, 2026.

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:**

- \$15,226.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,226.00 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 \$8,680.53. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$98.63 per day for the use of the unit starting March 12, 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.

April 2, 2026
Date Issued

Ken Audziss
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 April 14, 2026

Rent Owing to April 14, 2026	\$15,000.00
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenant must pay to continue the tenancy	\$15,226.00

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 May 14, 2026	\$18,000.00
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenant must pay to continue the tenancy	\$18,226.00

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

Rent Owing to Hearing Date, March 11, 2026	\$11,465.75
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$11.22
Total amount owing to the Landlord	\$8,680.53
Plus, daily compensation owing for each day of occupation starting March 12, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	