



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

File Number: LTB-L-003766-26-HR

In the matter of: 6129 Wildrose Crescent
Niagara Falls, ON L2G7T3

Between: Ying Wang Landlord

and

Joseph O'Donnell and Ashley Wallington Tenants

HEARING ORDER

Ying Wang (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Joseph O'Donnell and Ashley Wallington (the 'Tenants') because the Landlord claimed that the Tenants did not pay the rent that they owe.

This application was heard by videoconference on March 18, 2026. Only the Landlord attended the hearing.

As of 2:07pm (the hearing was scheduled to start at 1pm) the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB mailed the notice of hearing to both Tenants at the rental unit address on February 12, 2026. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. I am satisfied from the Certificate of Service and the Landlord's testimony, along with the uploaded copy of the lease agreement, that the Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The lease confirmed the Tenants agreed to service of notices and documents by email. The Tenants 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 Tenants are still in possession of the rental unit.
3. The lawful monthly rent is \$2,350.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12 months, divided by 365 days.

5. Although the Landlord indicated on the L1/L9 Information Update sheet that the Tenants paid \$10,090.00 since the application was filed (\$2,350.00 on January 30, 2026, \$1,350.00 on March 2, 2026, and \$6,390.00 on March 9, 2026), these amounts actually included utilities and went beyond just rent. The Landlord disclosed text messages between herself and the Tenants, in which the Tenants confirmed that they currently owe \$1,691.00 in rent arrears (up to March 31, 2026). This would mean the Tenants actually paid \$6,359.00 towards rent since the L1 application was filed.
6. The rent arrears currently owing up to March 31, 2026 is \$1,691.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,350.00 from the Tenants on April 1, 2024 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.
9. The Landlord owes the Tenants interest on the rent deposit from the date of collection (April 1, 2024) up to the termination date in the N4 Notice (January 3, 2026).
10. The Landlord testified that she does not know about the Tenants' circumstances. She asked for a standard voidable eviction order. The Tenants have a history of not paying for 3 or 4 months, then after being served with a N4 Notice they pay a bit. The Landlord advised this is the 4th time she has had to serve a N4 during the tenancy. The Landlord did not really want to evict the Tenants but she wanted to ensure they paid the rent.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Since the Tenants did not attend the hearing to challenge the application, I did not hear any submissions regarding whether to deny or delay the eviction. The Tenants have paid down much of the arrears leading up to the hearing and now owe less in total rent arrears and costs than one month's rent. The Tenants shall receive a standard voidable eviction order and may void by the termination date to preserve the tenancy.

It is ordered that:

12. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

PAY AND STAY OPTIONS

13. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$1,877.00*** if the payment is made on or by March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$4,227.00**** if the payment is made after March 31, 2026 but on or by April 12, 2026 (see Schedule 1 section B for how this amount was calculated).

14. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 12, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

PAY AND GO OPTION

15. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 12, 2026 (standard 11 days from the issuance date of this order).**

16. If the Tenants do not void this order, the Tenants shall pay to the Landlord **\$350.86*****. This amount includes rent arrears up to March 31, 2026 plus rent pro-rated up to the termination date, plus the cost of filing the application. The rent deposit and interest the Landlord owes on the deposit were deducted from the amount owing by the Tenants (see Schedule 1 section C for how this amount was calculated).

17. If the Tenants stay beyond the termination date, the Tenants shall also pay to the Landlord **\$77.26 per day** for compensation for the use of the rental unit starting **April 13, 2026** until the date the Tenants actually move out of the rental unit or get evicted through Sheriff enforcement.

18. If the unit is not vacated on or before April 12, 2026, then starting April 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

19. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after April 13, 2026.

April 1, 2026
Date Issued

Michelle Tan
Vice Chair, 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 13, 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

PAY AND STAY OPTIONS

- A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or by March 31, 2026**

Rent Owing To March 31, 2026	\$1,691.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$1,877.00*

- B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but on or by April 12, 2026**

Rent Owing To April 30, 2026	\$4,041.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$4,227.00**

PAY AND GO OPTION

- C. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing Prorated to Termination Date (April 12, 2026)	\$2,618.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less interest owing on the deposit from date of collection (April 1, 2024) to the termination date in the N4 Notice (January 3, 2026)	-\$103.26
Total amount owing to the Landlord	\$350.86***
Plus daily compensation owing for each day of occupation starting April 13, 2026 until the rental unit is vacated	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	