



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

File Number: LTB-L-050491-22

In the matter of: 79 SELLECK DR
RICHMOND HILL ON L4E4X2

Between: Mingcheng Xie Landlord

And

Monte Morris Friesner Tenant

Mingcheng Xie (the 'Landlord') applied for an order to terminate the tenancy and evict Monte Morris Friesner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 6, 2024, April 12, 2024 and December 4, 2025.

The Landlord, the Landlord's legal representative Yun Tao Li and the Landlord's translator Pency Tsai attended each of the hearings. Tatiana Friesner and Thomas Rando appeared as witness for the Tenant on the April 12, 2024, hearing date and Abraham Friesner appeared as witness for the Tenant on the December 4, 2025 hearing date.

The February 6, 2024, hearing date addressed the Tenant's preliminary issues raised and conducted a brief case management conference for the matter. These issues and directions were resolved by interim order LTB-L-050491-22-IN2 issued on February 20, 2024.

The hearings on April 12, 2024, and December 4, 2025, addressed the merits of the application.

Determinations:

Arrears of Rent:

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 \$2,900.00. It is due on the 11th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$74,945.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 10, 2025 are \$75,855.00.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
8. While the Board cannot order a person to pay more than \$50,000.00 in accordance with s. 207(1) of the Act, this does not apply to the "stay and pay" option set out in paragraph 2 the order below. In *Galaxy Real Estate Core Ontario LP v. Kirpichova et al.*, 2023 ONSC 4356, the Divisional Court confirmed that the Board's monetary jurisdiction does not apply to the amount the Tenant must pay if they choose to void the order and continue the tenancy in accordance with section 74(4) of the Act. Therefore, the Tenant must pay the full arrears owing, plus the Landlord's costs, if they want to void the order and continue this tenancy.
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 \$2,900.00 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.
11. Interest on the rent deposit, in the amount of \$369.53 is owing to the Tenant for the period from March 11, 2019 to December 4, 2025.
12. At the hearing, the Tenant disputed a portion of the rent arrears claimed. Although the Tenant did not dispute the unpaid amounts plead on the Landlord's application (arrears from August 11, 2021), the Tenant argued that on November 4, 2021 and November 9, 2021, that he transferred to the Landlord 424 coins of crypto currency, which the Tenant claims to be valued at approximately \$31,000.00 Canadian Dollars (CAD).
13. The Landlord disputed receiving these funds and the parties spend a considerable amount of hearing time at the April 12, 2024 hearing arguing as to whether these funds were actually received and deposited.
14. The parties agreed at the hearings that as per the original tenancy agreement signed in March 2019, that the monthly was \$2,900.00 and is to be paid in CAD.
15. Crypto currency is currently not classified as legal tender by the Bank of Canada (BOC) and further, neither party presented sufficient evidence before the Board to suggest that the parties mutually agreed to amend the terms of the initial tenancy agreement to provide that the rent could be paid by a consideration other than CAD.

16. As such, I find that regardless of if the Tenant had transferred the Landlord Crypto currency, that this consideration did not form part of the rent payments and therefore, I find that the arrears claimed by the Landlord are accurately plead on the application.

Section 82:

17. On March 15, 2023, the Tenant filed with the Board and served on the Landlord a list of maintenance issues to be raised pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act), which provides that on an application for arrears of rent, a tenant may raise any issue that could be the subject of an application made by the tenant under the Act.

18. The Tenant's section 82 claims allege that the Landlord has failed to meet their maintenance obligations as required by section 20 of the Act:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

19. As the Tenant's section 82 claims were first disclosed to the Board on March 15, 2023, the Board can only award the Tenant a remedy for breaches dating from March 15, 2022 in accordance with subsection 29(2) of the Act.

20. At the hearing held on February 6, 2024, the Tenant confirmed that he was raising the following claims of maintenance and disrepair:

- Issues with the roof
- Carpet odour and wear
- Two toilets on the upper floor not working & water leaks in the living room
- Electricity issues in basement portion of rental unit
- Washer and dryer not functional
- Mould in basement.

21. The tenancy commenced in March 2019 and was ongoing as of the third hearing date. The rental unit is a detached home consisting of four bedrooms and three bathrooms. The Tenant resides in the rental unit with his spouse and child

22. The Landlord did not provide any evidence at the hearings with respect to the Tenant's section 82 claims. As such, the findings below are based on an uncontested basis.

23. As explained below, I find that the Tenant is entitled to a total rent abatement of \$22,803.24. This amount is to be set off from the arrears of rent owing.

Roof Leaks:

24. The Tenant testified that shortly moving into the rental unit, he and his occupants noticed that the roof shingles were lifting and in a state of disrepair. The Tenant submitted into

evidence photographs of the roof shortly after moving into the rental unit which show that the shingles were curling and lifting.

25. As a result of the disrepair of the roof, the Tenant stated that water was leaking into the upper floor ceiling of the rental unit.
26. The Tenant stated that he advised the Landlord of this concern immediately upon moving into the rental unit and that the roof was not replaced until late March 2024. The Tenant could not confirm the exact date that the roof was replaced, but confirmed that there were no further water leaks or concerns since this repair / replacement.
27. Thomas Rando also provided oral testimony at the hearing on behalf of the Tenant. Mr. Rando is a home inspector who inspected and viewed the rental unit on March 4, 2024 and April 11, 2025.
28. Mr. Rando confirmed that upon inspection on March 4, 2024 that the roof appeared to be of age and in need of replacement. Mr. Rando further confirmed that during his inspection, that water damage was observed inside of the attic and upper floor ceilings of the rental unit.
29. Mr. Rando confirmed that upon inspecting the rental unit on April 11, 2024, that the roof appeared to be properly replaced / repaired and that there were no signs of water leaks in the rental unit.
30. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to the state of the roof. The uncontested evidence before the Board is that the Tenant reported this concern to the Landlord shortly after the tenancy commenced and that the Landlord only conducted the necessary repairs until after the Tenant had raised and the Board acknowledged the Tenant's section 82 issues filed (five years later).
31. As such, I find that the Tenant is entitled to a rent abatement **\$3,704.04** for the roof leaks in the rental unit. This amount consists of a 5% rent abatement for the period of March 15, 2022 to March 31, 2024. I find that this abatement amount is appropriate given the impact the breach had on the Tenant and further find that the conclusion date is appropriate given that neither party could provide the Board with an exact date that the roof was repaired / replaced.

Carpet Odour / Wear:

32. The Tenant testified that upon moving into the rental unit that two of the four bedrooms had a distinct odour coming from the carpets and that the carpets had visible signs of water damage / staining on them.
33. The Tenant stated that he reported these concerns to the Landlord immediately and that the issue has since not been repaired.
34. The Tenant agreed that the Landlord conducted steam cleaning of the carpets in April 2019 and again on or about "a couple of months" after the April 12, 2024 hearing date and further replaced one of the bedroom carpets in the spring of 2024. The Tenant confirmed

however, that after this treatment in May / June 2024 that no further complaints were submitted to the Landlord despite the Tenant maintaining the position that the carpets still contained an odour.

35. Mr. Rando also confirmed during his testimony that during his inspection of the rental unit on March 4, 2024 that there was a distinct odour coming from two of the bedroom carpets and that the carpets looked dirty / worn out, but confirmed that there were no visible signs of mould in the bedrooms.
36. The Tenant's spouse Tatiana Nazarova also provided testimony at the April 12, 2024 hearing date and further confirmed that two of the four bedroom carpets and that due to these odours that her daughter had to use the bedroom in the basement portion of the rental unit.
37. The Tenant's brother and witness Abraham Friesner testified and echoed the similar concerns with respect to the carpet disrepair / odour.
38. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to the state of the upstairs bedroom carpets but find that the issue was rectified on or about May 31, 2024. As such, the Tenant will only be entitled to an abatement of rent to this date.
39. The uncontested evidence before the Board is clear that the Tenant reported to the Landlord that the carpet had a musty odour and I find it likely that this odour was contributed by the roof/upper ceiling leaks from 2019 to March 2024. The evidence also confirms that the Landlord conducted to repairs / treatments to this issue until on or about May / June 2024.
40. The evidence also confirms that the Tenant did not report ongoing issues to the Landlord after the second carpet cleaning / replacement was conducted in the spring of 2024. As neither party could confirm the exact date of this work completed and because there was no further complaints submitted to the Landlord, I find that this issue was rectified on or about May 31, 2024.
41. As such, I find that the Tenant is entitled to a rent abatement of **\$3,993.54** which consists of a 5% rent abatement for the period of March 15, 2022 to May 31, 2024. This abatement considers the nature of the Landlord's breach and the overall impact it had on the Tenant and his family.

Toilet Issues / Living Room Leaks:

42. The Tenant testified that shortly moving into the rental unit that the two upstairs toilets were not fully functional and would leak into the main floor dining room. The Tenant stated that he advised the Landlord of these concerns shortly after moving into the rental unit and that no repairs were addressed until a week or two prior the second hearing date held on April 12, 2024. The Tenant could not recall the exact date of the repairs but confirmed that the toilets were repaired / replaced and that any leaks in the dining room were resolved.
43. Mr. Rando also confirmed that during his inspection of the rental unit on March 4, 2024 that he noticed water stains on the living room ceiling and believed that this was due to the

upstairs bathroom toilets leaking. Mr. Rando also confirmed that during his inspection on April 11, 2024 that the upstairs toilets appeared to be repaired and in good working order.

44. The Tenant's brother and witness Abraham also echoed the same testimony stated above during his visits of the rental unit.
45. Based on the evidence and submissions before the Board, I find that the Landlord had breached their maintenance obligations under the Act with respect to the toilet issue / dining room water damaged in the rental unit. The uncontested evidence before the Board is clear that this issue was ongoing since the commencement of the tenancy, that the Landlord was put on notice of this issue immediately and that the Landlord did not commence repairs until after the Tenant raised the issue with the Board.
46. As such, I find that the Tenant is entitled to a rent abatement of **\$3,704.04** which consists of a 5% rent abatement for the period of March 15, 2022 to March 31, 2024. I find that this abatement is appropriate given the nature of the breach and impact on the Tenant and further find that the maintenance breach / remedies should only be ordered to March 31, 2204 as neither the Tenant nor their witnesses could recall the exact date that the issue was repaired, but agreed that it was completed prior to the second hearing date on April 12, 2024.

Electrical Concerns in Basement:

47. The Tenant testified that from the commencement of the tenancy that there were concerns with the electrical wiring / functions in the basement of the rental unit.
48. The Tenant and his spouse Ms. Nazarova and brother Abraham Friesner each testified that shortly after moving into the rental unit that more than half of the basement portion of the rental unit had no power and that extension cords had to be used to use the front portion of the basement.
49. The Tenant testified that he advised the Landlord of this issue shortly after moving in and that an electrician attended the rental unit within a few days who did not fully complete the repairs, but rather ran extension cords throughout the basement portion of the unit.
50. The Tenant confirmed that the electrical repairs were completed "a few weeks" prior to the April 12, 2024 hearing date, but could not recall the exact date.
51. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act, given the length of time to repair and/or address this maintenance concern.
52. As such, I find that the Tenant is entitled to a rent abatement of **\$3,704.04** which represents a 5% rent abatement from March 15, 2022 to March 31, 2024. I find that this rent abatement is appropriate given the nature of the breach, the impact it had on the Tenant and further find that the timeline of the breach is appropriate given that neither party could confirm an exact date as to when the issue was resolved.

Washer / Dryer:

53. The Tenant testified that within a few days of moving into the rental unit that the washer and dryer were not functional and noisy. The Tenant stated that he reported this concern to the Landlord immediately and that the Landlord sent a contractor to the unit in 2019 who confirmed that the appliances required replacement.
54. Mr. Rando further confirmed that during his inspection of the rental unit on March 4, 2024 that the washer and dryer appeared to be old and rusted and that the washer showed signs of mould / mildew growing on the inside.
55. Ms. Nazarova also confirmed that upon moving into the rental unit that the dryer was not functional and that the washer was making a loud noise and that shortly after moving in that the Landlord sent a contractor who advised that the appliances needed replacement.
56. The Tenant confirmed that the washer and dryer were replaced a “month or two after the April 12, 2024 hearing date. The Tenant could not recall the exact date, however.
57. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to this reported issue as the uncontested evidence before the Board suggests that the Landlord was put on notice of this issue shortly after the tenancy had commenced and that they did not resolve the concern until after the Tenant had raised the issue under the section 82 of the Act with the Board.
58. As such, I find that the Tenant is entitled to a rent abatement of **\$3,993.54**, which represents a 5% rent abatement for the period of March 15, 2022 to May 31, 2024. I find that this period and amount is appropriate given the impact and nature of the breach and considering that neither party could provide the Board with an exact date that the issue was fully resolved.

Mould in Basement:

59. The Tenant testified that shortly after moving into the rental unit, he noticed dark spots on the baseboards in the basement and that the basement had a musty smell. The Tenant believes that these spots were mould. The Tenant submitted into evidence a photograph of the baseboards taken on or about the time he moved into the rental unit.
60. The Tenant stated that the Landlord was advised of this issue within the first week of the tenancy commencing and that the Landlord promised to conduct the required remediation work immediately but did not do so until the end of March 2024.
61. Mr. Rando also testified that during his inspection of the rental unit on March 4, 2024, that he noticed signs of mould on the baseboards and lower walls in the basement and further confirmed that there was a strong musty odour in the basement. Mr. Rando confirmed that he did not observe any visible mould or odours during his inspection of the rental unit on April 11, 2024.
62. Abraham Freisner also echoed the same testimony as the Tenant and Mr. Rando regarding the mould in the basement.

63. The Tenant and his brother Abraham both testified at the December 4, 2025 hearing date that they believed the presence of mould was returning to the rental unit. The Tenant submitted into evidence a photograph of a dark spot on the concrete wall in the unfinished portion of the basement taken on November 26, 2025, but did not provide any evidence suggesting that the Landlord was put on notice of this issue recurring.
64. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act by failing to address the mould issue in the basement portion of the rental unit within a reasonable period. The evidence before the Board is that this concern was reported to the Landlord shortly after the tenancy commenced and was not addressed until the end of March 2024.
65. I am not satisfied however that this concern was reoccurring and ongoing after March 2024 as the Tenant led insufficient evidence to suggest that there was mould in the rental unit after this period or that the Landlord was put on notice of the problem reoccurring. The photograph submitted into evidence by the Tenant does not suggest mould growth, but rather simply appears that the concrete wall had previously been parged and is dirty.
66. As such, I find that the Tenant is entitled to a rent abatement of **\$3,704.04** which represents a 5% rent abatement from March 15, 2022 to March 31, 2024. I find that this rent abatement is appropriate given the nature of the breach, the impact it had on the Tenant and further find that the timeline of the breach is appropriate given that neither party could confirm an exact date as to when the issue was resolved.

Relief From Eviction:

67. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
68. At the third hearing date on December 4, 2025, the Tenant did not propose a repayment plan for the arrears owing and further stated that he and his family intended to vacate the rental unit by April 30, 2026. The Landlord's representative did not oppose this delay in termination.
69. As such, the tenancy will terminate on April 30, 2026, unless the Tenant voids the order by paying the amounts ordered below.
70. This Order contains all the reasons for this matter. No further reasons will issue.

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:**

- \$64,837.76 if the payment is made on or before April 10, 2026. **(Less any payments made after the December 4, 2025 hearing date)** See Schedule 1 for the calculation of the amount owing.

OR

- \$67,737.76 if the payment is made on or before April 30, 2026. **(Less any payments made after the December 4, 2025 hearing date)** 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 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 \$49,356.39. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit, the interest the Landlord owes on the rent deposit and the rent abatement the Tenant is entitled to 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 \$95.34 per day for the use of the unit starting December 5, 2025 until the date the Tenant moves out of the unit or until the amount owing, excluding the filing fee is \$50,000.00.
 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.

April 7, 2026
Date Issued

Fabio Quattrociocchi
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 10, 2026

Rent Owing To April 10, 2026	\$162,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$74,945.00
Less the rent abatement ordered	-\$22,803.24
Total the Tenant must pay to continue the tenancy	\$64,837.76

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 10, 2026	\$165,300.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$74,945.00
Less the rent abatement ordered	-\$22,803.24
Total the Tenant must pay to continue the tenancy	\$67,737.76

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

Rent Owing To Hearing Date	\$150,188.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$74,945.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$369.53
Less the rent abatement ordered	-\$22,803.24
Total amount owing to the Landlord	\$49,356.39
Plus daily compensation owing for each day of occupation starting December 5, 2025	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	