



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

File Number: LTB-L-105361-25

In the matter of: UPPER UNIT, 149 WARREN AVE
OSHAWA ON L1J4G5

Between: QUNYING GUO Landlord

And

JOHN HAUGHEY Tenant

QUNYING GUO (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN HAUGHEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord and the Tenant attended 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 \$1,634.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.72. This amount is calculated as follows: \$1,634.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$9,638.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
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 \$1,300.00 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.
9. Interest on the rent deposit, in the amount of \$183.72 is owing to the Tenant for the period from June 20, 2018, to February 23, 2026.

Tenant Evidence

10. The Tenant testified that he underwent back spinal surgery on December 10, 2024, and has been unable to work since that time. He stated that he continues to experience difficulty walking and remains off work. The Tenant explained that he initially relied on an inheritance to meet his financial obligations; however, those funds were exhausted around August 2025. He further testified that his unemployment benefits also ended in August 2025.
11. The Tenant stated that he began receiving financial assistance through Ontario Works in November 2025. He added that he has ongoing medical expenses, including physiotherapy and medication costs. The Tenant testified that he attempted to mitigate his financial situation by subletting portions of the rental unit. He stated that he has successfully sublet one room to a single individual. The Tenant advised that he is currently 61 years old and has applied for Ontario Disability Support Program (ODSP) benefits.
12. During cross-examination by the Landlord, the Tenant confirmed that only one room in the rental unit has been sublet, and that there is currently one subtenant residing in the unit. When asked when he would be able to pay the outstanding rent arrears, the Tenant stated that he is attempting to borrow money from his cousin but could not provide a definite timeline for repayment.
13. In response to questions from the Board, the Tenant testified that the total household income is approximately \$1,466.00 per month, derived from Ontario Works and the sublet arrangement. The Tenant's monthly expenses were identified as approximately Food \$50.00, Transportation (TTC) \$70.00, Physiotherapy \$100.00, and Medications \$400.00.

Submissions

14. The Landlord submitted that the Tenant should seek more affordable accommodation if he cannot afford the rent. The Landlord emphasized that the rent arrears are substantial and that the ongoing non-payment has caused significant financial stress.
15. The Tenant submitted that he is attempting to borrow money from his cousin in order to repay the arrears and maintain the tenancy.

Relief from Eviction

16. The Tenant is in a difficult situation. He is 61 years old, has experienced significant health challenges following spinal surgery, and has been unable to work. His income is limited to social assistance and modest rental income from a sublet. He also faces ongoing medical expenses. However, the Tenant's current monthly income is insufficient to sustain the rent

for a rental unit consisting of two floors of the property. Even with the sublet income, the evidence demonstrates that the Tenant does not have the financial capacity to meet the ongoing rent obligations. While the Tenant expressed an intention to borrow funds from a relative, no concrete evidence or timeline was provided to support a realistic plan to repay the arrears or maintain the tenancy going forward.

17. While the Board acknowledges the Tenant's stated intention to repay the arrears, the evidence before the Board does not demonstrate a realistic ability to maintain the ongoing rent while also addressing the outstanding arrears. Given the Tenant's current income and stated monthly expenses, the Board is not satisfied that a payment plan would be sustainable.
18. 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:**
 - \$13,092.00 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 \$7,941.84. 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 \$53.72 per day for the use of the unit starting February 24, 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

Nathan Korenberg
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	\$12,906.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,092.00

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

Rent Owing To Hearing Date	\$9,239.56
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$183.72
Total amount owing to the Landlord	\$7,941.84
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$53.72 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	