



Order under Section 69 Residential Tenancies Act, 2006

Citation: Duong v Whyte, 2026 ONLTB 27829

Date: 2026-04-02

File Number: LTB-L-083078-25

In the matter of: 598 KLEINBURG SUMMIT WAY
Vaughan ON L4H4T5

Between: Ngoc Truc Mai Duong Landlord

And

Greg Whyte Tenant
Michelle Powell

Ngoc Truc Mai Duong (the 'Landlord') applied for an order to terminate the tenancy and evict Greg Whyte and Michelle Powell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026. The Landlord's Legal Representative, S. Wai, and the Tenant, Michelle Powell, attended the hearing. The other Tenant has been incarcerated since January 2025.

Preliminary Issue:

The Tenant requested an adjournment because she has been out of the country since March 10, 2026, for the funeral of her father, and is expected to return on April 15, 2026. The Tenant further stated that she was unprepared for the hearing as she only received the Notice of Hearing on March 12, 2026, and been out of the country, had not obtained the documentation required to support her medical diagnosis.

Section 183 of the *Residential Tenancies Act, 2006* ('the Act') provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

I denied the Tenant's request for an adjournment because the Tenant is aware of the issues in dispute. The issue before the Board is a straightforward determination of whether the Tenant owes rent, and if so, in what amount. Although the Tenant claimed that she was out of the country, the proceeding was conducted by videoconference and the Tenant had access to the Tribunals Ontario Portal ('the portal'), where she uploaded the documents that she considered relevant in preparation

for the hearing. I did not find prove of the Tenant's medical diagnosis essential and given her ability to access the portal and to participate remotely, an adjournment was unnecessary.

The Tenant questioned the identity of her Landlord but based on the Tenant's confirmation that the named Landlord is the same as shown in the tenancy agreement, I did not find any irregularity with the application, or the notice of termination.

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 \$4,500.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$13,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$32,000.00.
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 \$4,500.00 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 \$215.54 is owing to the Tenant for the period from February 27, 2024, to March 31, 2026.

Relief from Eviction

10. The Tenant, who has resided in the rental unit for approximately two years, stated that she fell into arrears because the other Tenant was incarcerated at a time when she was also pregnant.
11. The Tenant is the mother of four children aged 20, 17, 12 and six months old. The Tenant, who is currently on maternity leave, receives employment insurance benefits of \$1,200.00 biweekly, and employer provided top-up payment of \$700.00 biweekly. In addition, she receives child tax benefits of \$1,900.00 monthly.
12. The Tenant testified that she did not receive employment insurance payments until October 2025, a month after her baby was born. The Tenant also did not receive the child tax benefit until January 2026 because she did not file her taxes.

13. The Tenant requested a payment plan and stated that she intends to return back to work before the end of her maternity leave in order to maximize her income. Ordinarily, the Tenant earns approximately \$2,300.00 biweekly.
14. The Tenant testified that she expects to receive \$7,500.00 through the city's homelessness prevention program if the Landlord consents to a repayment agreement. The Tenant has also requested a loan from a family member who will secure \$10,000.00 for the Tenant. In addition, the Tenant filed her taxes on March 20, 2026, and expects to receive a tax refund of \$9,200.00.
15. The Tenant requested relief from eviction because her children attend school in the neighbourhood, and she recently received a medical diagnosis for which she will undergo surgery. In the alternative, the Tenant sought an extension of the termination date to June 2026, when her child graduates from school.
16. The Landlord's Legal Representative stated that the Landlord was unable to attend the hearing due to health issues caused by the financial hardship she is undergoing. The Landlord is a mother of three children, 17, 16, and 9 years old, one of whom has severe autism. The Landlord's attempt at negotiating a repayment agreement with the Tenant were unsuccessful as the parties were not able to reach any agreement.
17. The Landlord's husband works out of the country and due to the severe autism of her child, she only works on a part time basis. The Landlord has resorted to borrowing in order to pay the mortgage and is facing severe financial hardship.
18. The outstanding amount is substantial, and the Tenant has not established a reliable payment plan. The Tenant expects to receive a \$10,000.00 loan from family and a tax refund of \$9,200.00, but the dates on which she expects to receive the payments are unclear. The \$7,500.00 payment from the city appears contingent on the Landlord's consent to a payment plan, or the LTB's issuance of a conditional order.
19. Interim order LTB-L-083078-25-IN issued on January 8, 2026, required the Tenant to pay the monthly rent when it comes due. The evidence demonstrates that the Tenant paid the February 2026 rent on February 1, and February 2, 2026, and March rent on March 6, and March 7, 2026. The Tenant's failure to pay the rent in full on the first day of the month is a breach of the interim order which demonstrates that the Tenant would likely have difficulty not only paying the monthly rent when due but also complying with an order for the repayment of additional arrears.
20. Given the substantial outstanding amount and the Tenant's failure to demonstrate that she can effectively remedy the situation, I find that granting a payment plan or extending the termination date to June 30, 2026, would be prejudicial to the Landlord.
21. 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.

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:**
 - \$36,686.00 if the payment is made on or before April 30, 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 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 \$27,470.46. 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 \$147.95 per day for the use of the unit starting April 1, 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 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 2, 2026
Date Issued

Jitewa Edu
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 30, 2026

Rent Owing To April 30, 2026	\$50,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,500.00
Total the Tenant must pay to continue the tenancy	\$36,686.00

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

Rent Owing To Hearing Date	\$45,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,500.00
Less the amount of the last month's rent deposit	- \$4,500.00
Less the amount of the interest on the last month's rent deposit	- \$215.54
Total amount owing to the Landlord	\$27,470.46
Plus, daily compensation owing for each day of occupation starting April 1, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	