



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005828-26

**In the matter of:** 503, 28 AVONDALE AVE  
NORTH YORK ON M2N0K2

**Between:** Xingchen Dong Landlord

**And**

Munkhdelger Boldbaatar Tenants  
Odnoo Andryei

Xingchen Dong (the 'Landlord') applied for an order to terminate the tenancy and evict Munkhdelger Boldbaatar and Odnoo Andryei (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 31, 2026.

Only the Landlord and the Landlord's Support Person, Ziyi Liu, attended the hearing.

The Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

1. The Landlord served the Tenants with a N4 notice on January 06, 2026, by mailing the N4 notice to the rental unit. A mailed document is deemed served on the fifth day which is January 11, 2026, in this case. The termination date on the N4 is January 19, 2026.
2. Section 59 of the *Residential Tenancies Act, 2006* (the 'Act') states:

59 (1) If a tenant fails to pay rent lawfully owing under a tenancy agreement, the landlord may give the tenant notice of termination of the tenancy effective not earlier than,

(a) the 7th day after the notice is given, in the case of a daily or weekly tenancy; and

(b) **the 14th day after the notice is given**, in all other cases.

[Emphasis added]

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

3. Based on the evidence before me I find that the Landlord did not serve a valid N4 notice on the Tenants. The N4 does not give the Tenants the required 14-days notice pursuant to s.59(1)(b) of the Act. With a defective N4 notice, the Landlord cannot proceed with the portion of the application seeking termination of the tenancy. However, the Act permits the Landlord to seek an order for rent owing, which the Landlord requested.
4. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$9,800.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$9,986.00. This amount includes rent arrears owing up March 31, 2026, and the cost of filing the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 21, 2026, at 4.00% annually on the balance outstanding.

**April 9, 2026**  
**Date Issued**

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Sheena Brar  
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.