



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

File Number: LTB-L-096442-25

In the matter of: UNIT 710, 238 DORIS AVE
NORTH YORK ON M2N6W1

Between: Siu Kwan Tsoi Landlord

And

Nicole S. Ho Sang Tenant
Phillip Michael Ho Sang
Derek Balayo

Siu Kwan Tsoi (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole S. Ho Sang, Phillip Michael Ho Sang and Derek Balayo (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 21, 2026.

Only the Landlord attended the hearing. The Landlord was represented by Yun Tao Li.

As of 9:47am, the Tenant was 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:

L1 Application – Non-Payment 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 \$2,552.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.90. This amount is calculated as follows: \$2,552.00 x 12, divided by 365 days.
5. The Tenant paid \$552.00 since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$15,982.72.
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 \$2,400.00 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 \$220.12 is owing to the Tenant for the period from November 1, 2020 to January 21, 2026.

L2 Application – Persistent Late Payment of Rent

10. By way of background, this is a monthly tenancy in which rent is due on the first of the month.
11. The N8 notice of termination was served on October 27, 2025 with a termination date of December 31, 2025 alleging the Tenant was persistently late in paying the rent for the period November 2023 to October 2025.
12. Since the N8 was served, the Tenant continued to pay the rent late for the period November 2025 to January 2026.
13. Therefore, I am satisfied the Tenant has been persistently late in paying the rent.
14. The Landlord seeks a termination of the tenancy.

Relief from Eviction

15. 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.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 18, 2026.
2. 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.

3. 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.
4. The Tenant shall pay the Landlord 12,758.50 which represents the rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$83.90 per day for the use of the unit starting January 22, 2026 to the date the Tenant moves out of the unit.
6. 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.

April 7, 2026
Date Issued

Sonia Anwar-Ali
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 of the Tenant 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.