



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** Li v Fray, 2026 ONLTB 29449

**Date:** 2026-04-09

**File Number:** LTB-L-096294-25-RV

**In the matter of:** 11 Riderwood Drive  
North York ON M2L2X4

**Between:** Chang Li Landlord

**And**

Elizabeth Fray Tenant  
Noble Fray

### **Review Order**

Chang Li (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Fray and Noble Fray (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-096294-25 issued on February 3, 2026.

On March 29, 2026, the Tenant requested a review of the order.

This request to review was heard by videoconference on April 7, 2026.

The Landlord and Elizabeth Fray, on behalf of herself and Noble Fray, attended the hearing. The Landlord was assisted in the hearing by her son Mingshan Guo.

### **Determinations:**

1. I am satisfied that there was a serious error in the proceeding.
2. It is clear from the text communications between the parties that subsequent to the order being issued, the parties reached an agreement on the following terms:
  - the Tenant would make a payment of \$6,300.00 to the Landlord,
  - the parties would obtain a new order from the Board requiring the Tenant to pay the balance of the arrears and costs by April 17, 2026, failing which the tenancy would terminate.
3. It was uncontested that the Tenant paid the Landlord \$6,300.00 in accordance with the agreement.

4. It was also uncontested that the Landlord sought to enforce the original order rather than obtaining a new order from the Board in accordance with the agreement.
5. I am satisfied that this constitutes a serious error in the proceeding.
6. The Landlord argued that they should not be held to the subsequent agreement because they did not sign anything and because, upon receiving the \$6,300.00 payment, they told the Tenant that they would apply this to the arrears rather than with respect to the agreement. I found no merit to either of these arguments.
7. In accordance with Rule 26.17, I find it appropriate in the circumstances of this case to vary the order to capture the agreement made by the parties subsequent to the issuance of the order.
8. The parties agreed that the total arrears and costs owing to April 30, 2026 are \$30,386.00.

**It is ordered that:**

1. The request to review order LTB-L-096294-25 issued on February 3, 2026 is granted. The order is varied as set out below.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$30,386.00 if the payment is made on or before April 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$28,035.34. This amount includes rent arrears owing up to April 17, 2026 and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$180.82 per day for the use of the unit starting April 18, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2026 at 4% annually on the balance outstanding.
8. If the unit is not vacated on or before April 17, 2026, then starting April 18, 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 18, 2026.

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

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Richard Ferriss  
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 18, 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 17, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To April 30, 2026                                                           | \$36,500.00        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$6,300.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$30,386.00</b> |

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

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$34,149.34           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$6,300.00          |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$28,035.34</b>    |
| Plus daily compensation owing for each day of occupation starting April 18, 2026                                    | \$180.82<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |