



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fu v Warren, 2026 ONLTB 29272

Date: 2026-04-21

File Number: LTB-L-006163-26

In the matter of: 236 MUSKAN ST
NEPEAN ON K2J0C6

Between: Lili Fu Landlord

And

Christopher Warren Tenant

Lili Fu (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Warren (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord, Landlord's Agent, Zhi He, and the Tenant attended the hearing.

Determinations:

1. On April 10, 2026, the Board received unsolicited post hearing submissions from the Landlord. As they were unsolicited and post-hearing, they have not been considered in my determinations.

Preliminary Issue – Consumer Proposal

2. The Tenant indicated that he had filed a consumer proposal on March 30, 2026, and therefore the proceedings would have been stayed as a result of section 69.2(1) of the *Bankruptcy and Insolvency Act* ("BIA").
3. However, the Tenant could not confirm if the consumer proposal had been filed or if the process had just been started. The Tenant did provide the name of his Trustee as "Beatrice" at Doyle and Salewski.
4. During the hearing, I contacted Beatrice to confirm if the consumer proposal had been filed and Beatrice confirmed that she had met with the Tenant, but the consumer proposal had not yet been filed.
5. Based on the evidence before me, I am not satisfied that the Tenant has filed a consumer proposal within the meaning of section 69.2(1) of the BIA, and therefore the L1 application has not been stayed by section 69.2(1). Therefore, the hearing proceeded.

The Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,780.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$91.40. This amount is calculated as follows: $\$2,780.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. It was undisputed that the rent arrears owing to April 30, 2026, are \$12,620.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit as the parties agreed that it had been applied during the tenancy to a previous month's rent. Section 106(10) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that the rent deposit shall be applied to the last period before the tenancy terminates.
14. Here, it is clear that while the tenancy has not terminated, the parties agreed to apply the rent deposit during the tenancy. Therefore, the Landlord is no longer holding a rent deposit.

Relief from eviction

15. The Tenant testified that he could pay the ongoing rent as of May 1, 2026. The Tenant testified that he was well employed but was unfortunately defrauded by his ex-wife, who has significant mental health issues and is currently hospitalized due to those mental health issues.
16. The Tenant testified that if his consumer proposal goes through, the rent arrears are included in the proposal. However, if the consumer proposal does not go through, he can pay \$720.00 per month on the first of each month toward the arrears as well as a one-time lump sum payment by the end of April 2026 in the amount of \$2,000.00.
17. The Landlord's Agent provided that the Landlord was not agreeable to the Tenant's proposed plan because the Landlord was under significant financial hardship. The Landlord's Agent provided that the Landlord was living off a line of credit and was having to pay utilities that the Tenant was supposed to be paying but had not been.
18. The Landlord's Agent proposed a lump sum payment of 50-80% of the arrears with monthly payments of \$720.00 for the remaining balance. The Landlord's Agent also submitted that the Landlord was currently living with the Landlord's Agent, and it was not an ideal situation.

19. I accept the Tenant's evidence regarding his ability to pay the ongoing rent and adhere to his proposed payment plan. While I accept that the arrears have had an impact on the Landlord, I am not satisfied based on the evidence provided that the Landlord is experiencing financial hardship such that it would be unfair to grant relief. In my view, it would not be unfair to issue a conditional order in order to give the Tenant an opportunity to preserve the tenancy. If they fail to meet the terms of the conditional order the Landlord may apply under section 78 of the Act for eviction.
20. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$12,806.00 for arrears of rent up to April 30, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
April 30, 2026	\$2,000.00
May 1, 2026	\$720.00
June 1, 2026	\$720.00
July 1, 2026	\$720.00
August 1, 2026	\$720.00
September 1, 2026	\$720.00
October 1, 2026	\$720.00
November 1, 2026	\$720.00
December 1, 2026	\$720.00
January 1, 2027	\$720.00
February 1, 2027	\$720.00
March 1, 2027	\$720.00
April 1, 2027	\$720.00
May 1, 2027	\$720.00
June 1, 2027	\$720.00
July 1, 2027	\$726.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to July 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and

evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April, 30, 2026.

April 21, 2026

Date Issued

Nicole Pedron

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.