



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

File Number: LTB-L-011686-26
LTB-L-004796-26
LTB-T-084283-25

In the matter of: 1209 MAX CRESCENT
KINGSTON ON K7M3L8

Between: VIPULAN ALAGARATNAM Landlord

And

HANYU LIU
YI WANG Tenant

Landlord L1 application: LTB-L-011686-26

VIPULAN ALAGARATNAM (the 'Landlord') applied for an order to terminate the tenancy and evict HANYU LIU and YI WANG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Landlord L2 application: LTB-L-004796-26

VIPULAN ALAGARATNAM (the 'Landlord') applied for an order to terminate the tenancy and evict YI WANG, ZHONGFU FENG and HANYU LIU (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

Tenant's T2 application: LTB-T-084283-25

Zhongfu Feng (the 'Tenant') applied for an order determining that Vipulan Alagaratnam (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.

The Landlord named a individual that is not a Tenant in accordance with the tenancy agreement. Zhongfu Joshua Feng was an occupant of the rental unit and was named as a Tenant.

The application is amended to remove Zhongfu Joshua Feng from the application and is reflected in this order.

This application was heard by videoconference on April 23, 2026.

The Landlord and the Landlord agent Nilushan Vipulan and the Tenant attended the hearing. Tenant Duty Council Kingston, Lauren Thompson attended the hearing in support of the Tenant.

The parties consented to the following order in full and final satisfaction of all issues in applications LTB-L-011686-26, LTB-L-004796-26 and LTB-T-084283-25 up to the day of the hearing. This is a nonvoidable order for termination of the tenancy on the consent of the parties. I am satisfied the parties understood the terms. In particular, I was satisfied that the Tenant understood the consequence of agreeing to terminate the tenancy.

Agreed facts:

1. The Tenant identified in the Landlord's L1 application as Zhongfu Joshua Feng is not a named Tenant in the application.
2. Zhongfu Joshua Feng filed a T2 application with the Board on October 10, 2025.
3. Given Zhongfu Joshua Feng is not a Tenant he has no standing to advance the application LTB-T-084283-25 with the LTB and requested to withdraw the application.
4. The Landlord is holding a \$300.00 key deposit. The Landlord and the Tenant agree that the Tenant will provide the keys to the rental unit to the Landlord on April 30, 2026 and the Landlord agrees to return the \$300.00 deposit.
5. Given the tenancy is terminated pursuant to this order the Landlord requested to withdraw the L2 application LTB-L-004796-26.
6. The parties agree the arrears owing the Landlord are \$12,550.00 up to April 30, 2026 and the filing fee of \$186.00.
7. The parties agree the Landlord collected four months of advance rent payments in the total amount of \$11,000.00 and a last months rent deposit in the amount of \$2,750.00 that the Landlord is still holding.
8. The parties agree the Landlord owes the Tenant the balance of the advance rent minus the arrears owing in the amount of \$1,014.00, calculated as follows:
 - Advance rent payment (\$11,000.00) + last months rent deposit (\$2,750.00) = \$13,750.00

- Arrears owing up to April 30, 2026 (\$12,550.00) plus filing fee (\$186.00) = \$12,736.00.
- Tenant's advance rent + last months rent deposit (\$13,750.00) minus the arrears owing up to April 30, 2026 and filing fee (\$12,736.00) = \$1,014.00 owing to the Tenant.

It is ordered on consent that:

Landlord's L1 application

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. 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.
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 May 1, 2026.
4. If the Tenant vacates the rental unit on or before April 30, 2026 the Landlord shall pay to the Tenant \$1,014.00 on April 30, 2026.
5. If the Tenant does not vacate the rental unit on or before April 30, 2026, the Tenant shall pay the Landlord daily compensation in the amount of \$90.41 ($\$2,750.00 \times 12 \text{ months} / 365 \text{ days}$) for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
6. The Landlord is authorized to deduct from the amount owing to the Tenant daily compensation in the amount of \$90.41 calculated as ($\$2,750.00 \times 12 \text{ months} / 365 \text{ days}$) for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order with interest calculated at 4.00% annually on the balance outstanding.

Landlord's L2 application

8. The Landlord's L2 application LTB-L-004796-26 is dismissed as withdrawn.

Tenant's T2 application

9. The application LTB-T-084283-25 filed by the occupant Zhongfu Joshua Feng is dismissed.

April 29, 2026
Date Issued

Greg Brocanier
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.