



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

File Number: LTB-L-107836-25

In the matter of: MAIN FLOOR UNIT, 3 PICTON CRES
RICHMOND HILL ON M3K1W4

Between: Xiuying Liu Landlord

And

Vakhtang Margishvili Tenants
Lali Klimiashvili
Tsira Javakhishvili

Xiuying Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Vakhtang Margishvili, Lali Klimiashvili and Tsira Javakhishvili (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 13, 2026.

Only the Landlord's Agent Tie Chen attended the hearing.

As of 9:27 a.m., 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 Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) via mail on December 6, 2025, with a termination date of December 18, 2025.
2. It was determined that the termination date as indicated on the N4 notice of termination did not provide for 14 days notice. 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.

3. Further, pursuant to section 191(3) of the Act, "a notice or document given by mail shall be deemed to have been given on the fifth day after mailing". The termination date as indicated on the N4 notice of termination was not the 14th day after the notice was given, therefore, the N4 notice of termination is invalid.
4. The Landlord's Agent advised that they wished to proceed with arrears only and sought an amendment to the L1 application to a L9 application. As the Tenants were not present to oppose such a request or allege any prejudice, the amendment was granted.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
8. The Tenants have paid \$7,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2026 are \$12,000.00.
10. 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 \$12,186.00. This amount includes rent arrears owing up to April 30, 2025 and the cost of the application.
2. If the Tenants does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Sean Ramage
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.