



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** LI v ASEK, 2026 ONLTB 36080

**Date:** 2026-05-04

**File Number:** LTB-L-014131-26

**In the matter of:** PH206, 138 DOWNES ST  
TORONTO ON M5E0E4

**Between:** GUANGHONG LI Landlord

**And**

AWU AGBORNDIP ASEK Tenant

GUANGHONG LI (the 'Landlord') applied for an order to terminate the tenancy and evict AWU AGBORNDIP ASEK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026. Only the Landlord attended the hearing.

As of 2:16 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

#### Preliminary Issue:

##### *Tenant's Non-Attendance*

1. The Board notes that the Tenant filed a request to reschedule the hearing on April 24, 2026, at 9:39 p.m. He indicates he would be on a flight during the hearing and would not be able to attend.
2. This was actioned by Board staff on Monday, April 27, 2026, at the resumption of normal business hours. As this request was not made on consent nor within five business days as required by Rule 21.1 of the *Board's Rules of Procedure*, the Tenant's request was brought to my attention.

4. After reviewing the Tenant's request, on April 27, 2026, I denied the Tenant's request because the request was not made on consent. The Tenant was also advised he could send a representative to the hearing on his behalf. The Board's records indicate that the Tenant was advised by e-mail of this decision at 1:52 p.m. on Monday, April 27, 2026.
5. The Tenant also stated, in his request, that he was unable to reach the Landlord to seek consent because he did not have the Landlord's contact information. However, the Board's records show that the Tenant logged into the Tribunals Ontario Portal ('portal') on April 23, 2026. The Landlord's L1 application would have included the Landlord's contact information.
6. The Tenant was not present nor represented at the hearing. No further communication from the Tenant was received by the Board prior to the hearing. Therefore, the hearing proceeded in his absence.

#### Landlord's L1 Application

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$13,800.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$453.70. This amount is calculated as follows: \$13,800.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to April 30, 2026, are \$69,000.00.
13. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.
16. The Tenant is being ordered to pay \$50,000.00 for rent arrears and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord's evidence is that the tenancy began December 1, 2025. However, shortly after taking possession, the Landlord became aware that the cheque provided for the first months' rent was written on a closed account. He subsequently became aware that every cheque that he was provided, 13 in total, could not be cashed. He said his bank did not state precisely why the cheques could not be cashed but told him they could not honor them. The Landlord states that he has not received any rent whatsoever by the Tenant.
19. Section 83(1) of the Act states that I must consider all of the circumstances when considering whether to grant an eviction. In this situation, I find that the tenancy is untenable. In my view, the Tenant took advantage of the Landlord by providing 13 cheques which cannot be cashed.
20. I am also of the view that a standard order, which is an order which can be filed with the Sheriff's office 11 days after its issuance, is not an appropriate remedy in these circumstances. The 11-day timeframe is not a product of the Act, rather a usual Board practice.
21. In this circumstance, I find an appropriate termination date is May 8, 2026. I say this for several reasons: (i) the quantum of arrears is extensive, totalling \$82,800.00 to May 31, 2026; (ii) the Landlord has had to waive the excess over the monetary jurisdiction of the Board, putting the Landlord at a significant financial loss for every day which passes without receiving payment; (iii) the Tenant provided 13 cheques which he was knew or ought to have known would not be honoured by a financial institution; (iv) the Tenant apparently chose to travel on the date of the hearing and did not take adequate steps to ensure he was represented at the hearing.
22. Given all of the above, I am persuaded that the termination date of May 8, 2026, is warranted.
23. This order contains all of the reasons within it. No further reasons shall issue.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$82,986.00 if the payment is made on or before May 8, 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 May 8, 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 May 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before May 8, 2026, then starting May 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 9, 2026.

**May 4, 2026**  
**Date Issued**

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Jane Dean  
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 November 9, 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 May 8, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                               | \$82,800.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$82,986.00</b> |

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

|                                                                              |                    |
|------------------------------------------------------------------------------|--------------------|
| Rent Owing To Hearing Date                                                   | \$69,000.00        |
| Application Filing Fee                                                       | \$186.00           |
| <b>Total amount owing to the Landlord (limited by monetary jurisdiction)</b> | <b>\$50,186.00</b> |