



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

File Number: LTB-L-015014-26

In the matter of: 37 GRANTS WAY
BARRIE ON L4N0J4

Between: Yuanping Luo Landlords
Xiaomei Yan

And

Bradley M Kingston Tenant

Yuanping Luo and Xiaomei Yan (the 'Landlords') applied for an order to terminate the tenancy and evict Bradley M Kingston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlords, the Landlords' son Richard Luo and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Tenant's request to raise section 82 issues

1. At the hearing, the Tenant requested to raise issues related to the Tenant's rights pursuant to section 82 of the *Residential Tenancies Act, 2006*, (the Act), which provides that at a hearing of a Landlords application for non payment of rent, which requests eviction of a tenant, a tenant may raise an issue that could otherwise be subject of a tenant's application.
2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least seven days before the hearing, along with copies of all documents, pictures and other evidence that the Tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board

explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the tenant shall not be permitted to raise issues under section 82(1) or 87(2) of the Act.

3. The Tenant submitted that he had sent 4 emails to the Board addressing the section 82 issues and proof of rent payments not noted by the Landlord.
4. I checked the Portal and there were no emails from the Tenant to the Board at that time.
5. I held down the hearing to allow the Tenant an opportunity to forward the emails to me.
6. I recalled the matter after receiving the emails from the Tenant which did not include any section 82 issues and although it contained bank statements, they did not support his testimony of on-going payments of rent.
7. After the hearing, the Portal was updated with emails the Tenant had sent to the Board on April 27, 2024, which included section 82 issues without dates of when they occurred, when he brought the issues to the Landlord's attention or what he was seeking as an abatement.
8. I find that the Tenant failed to notify either the Landlord or the Board of his intent to raise issues under section 82 of the Act in writing at least seven days prior to the hearing or provide any satisfactory reason as to why he could not comply with those requirements, therefore I have denied the Tenant's request.

L1 Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: $\$3,500.00 \times 12$, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to April 30, 2026 are \$26,000.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

17. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order. The Landlord further submitted that the Tenant's non-payment of rent has caused financial hardship.
18. The Tenant requested the termination date be extended to 60 days to allow him time to find alternative housing.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$29,686.00 if the payment is made on or before May 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,907.96. This amount includes rent arrears owing up to the date of the hearing 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 \$115.07 per day for the use of the unit starting April 29, 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 May 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 May 24, 2026.

May 12, 2026
Date Issued

Brenda Mercer
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 24, 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 23, 2026

Rent Owing To May 31, 2026	\$29,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,686.00

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

Rent Owing To Hearing Date	\$25,721.96
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$25,907.96
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	