



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

File Number: LTB-L-034394-26

In the matter of: 370 BRIAR HILL AVE
NORTH YORK ON M4R1J2

Between: Fang Ning Landlord

And

Shaya Klein Tenant

Fang Ning (the 'Landlord') applied for an order to terminate the tenancy and evict Shaya Klein (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was heard by videoconference on May 12, 2026.

The Landlord, the Landlord's Legal Representative, Jeffrey Shek, the Tenant and the Tenant's Legal Representative, Lily McMillan, attended the hearing.

As a preliminary matter, the Tenant requested an adjournment which the Landlord objected to. After hearing submissions from both parties, I denied the request for an adjournment. The parties then requested they be placed into a private breakout room so they could discuss a possible resolution to the L1 application.

Before me, the parties requested an order on consent which essentially was a standard voidable order with a voiding date of June 9, 2026. They agreed the amount of arrears to June 9, 2026 (end of a monthly period) are \$47,400.00 with the \$186.00 filing fee to be added to this amount. The last month's rent deposit was confirmed before me. I was satisfied the parties understood the consequences of their joint submission.

Determinations (on consent):

1. 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 L1 application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$7,900.00. It is due on the 10th day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$259.73. This amount is calculated as follows: \$7,900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the L1 application was filed.
6. The rent arrears owing to June 9, 2026 are \$47,400.00.
7. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$7,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$271.13 is owing to the Tenant for the period from December 2, 2024 to May 12, 2026 (date of this hearing).

On consent of the parties, 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:**
 - \$47,586.00 if the payment is made on or before June 9, 2026. See Schedule 1A below 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 June 9, 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 June 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$32,294.06. This amount includes rent arrears owing up to the date of the hearing (May 12, 2026) and the cost of filing the L1 application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1B below for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$259.73 per day for the use of the rental unit starting May 13, 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 June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
8. If the rental unit is not vacated on or before June 9, 2026, then starting June 10, 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 rental unit to the Landlord on or after June 10, 2026.

May 19, 2026
Date Issued

 Alex Brkic
 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 December 10, 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 June 9, 2026

Rent Owing to May 9, 2026	\$39,500.00
Rent Owing From May 10, 2026 To June 9, 2026	\$7,900.00
L1 Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$47,586.00

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

Rent Owing To Hearing Date (May 12, 2026)	\$40,279.19
L1 Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$7,900.00
Less the amount of the interest on the last month's rent deposit	- \$271.13
Total amount owing to the Landlord	\$32,294.06
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$259.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	