



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

File Number: LTB-L-020977-26

In the matter of: 2904, 16 BROOKERS LANE
ETOBICOKE ON M8V 0A5

Between: Adrian Chai-Yu Thong-Sun Kho Landlord

and

Hyunjung Lee Tenant

Adrian Chai-Yu Thong-Sun Kho (the 'Landlord') applied for an order to terminate the tenancy and evict Hyunjung Lee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing scheduled on May 19, 2026 by videoconference.

The Landlord's Representative Jennifer Macabenta and the Tenant engaged in private settlement discussions. The parties advised that they had reached an agreement. At the meeting with Dispute Resolution Officer (DRO) Denise Hannivan, the parties then engaged in mediation. The Tenant received legal advice about this application.

As a result of the mediation, the parties requested an order on consent to resolve this application, and I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

The amount of arrears and costs owing to the date of the hearing referenced as of the date of mediation differs from the amount set forth in this Order on Consent due to a clerical error in calculating the amount as the rent abatement had not been deducted correctly. This change does not affect any other amounts in this order.

Agreed Facts:

- 1) The current rent is \$2,952.00. It is due on the 1st day of each month.
- 2) Based on the Monthly rent, the daily rent/compensation is \$97.05. This amount is calculated as follows: \$2,952.00 x 12 months, divided by 365 days.
- 3) The Tenant has not made any payments since the application was filed.
- 4) The rent arrears owing to May 31, 2026 are \$16,090.56.
- 5) The Landlord is applying a rent abatement of \$60.72 to the arrears.
- 6) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 7) The Landlord collected a rent deposit of \$2,891.28 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.
- 8) Interest on the rent deposit, in the amount of \$79.85 is owing to the Tenant for the period from January 25, 2025 to May 19, 2026.
- 9) Should the Tenant intend to terminate the tenancy and vacate the rental unit earlier than October 31, 2026, the Tenant will give the Landlord written notice 10 days before the date the Tenant vacates.

It is ordered on consent of the parties 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:**
 - \$30,975.84* if the payment is made on or before October 31, 2026. See Schedule 1 for the calculation of the amount owing.

*** Less any payments made by the Tenant to the Landlord toward rent arrears/costs/ongoing rent per paragraphs 11 or 12 of this order.**

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 October 31, 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 October 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,075.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$97.05 per day for the use of the unit starting May 20, 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 October 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 31, 2026, then starting November 1, 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 November 1, 2026.

Additional Conditions:

10. The Tenant shall pay to the Landlord \$16,215.84. This amount includes rent arrears owing up to May 31, 2026 and the cost of filing the application.
11. The Tenant shall pay to the Landlord the amount set out in paragraph 10 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 15, 2026	3,243.17
July 15, 2026	3,243.17
August 15, 2026	3,243.17
September 15, 2026	3,243.17
October 15, 2026	3,243.16

12. The Tenant shall also pay to the Landlord new rent in full and on time for the period June 1, 2026 to October 1, 2026, or until the arrears have been paid in full, whichever date is earliest.
13. If the Tenant makes any of the payments as indicated in paragraphs 11 or 12 of this order, these payments shall reduce the amount required to void the order as set out in paragraph 2 accordingly.

14. If the Tenant fails to make any one of the payments in accordance with paragraphs 11 or 12 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 10 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and EVICTING THE TENANT EARLIER THAN OCTOBER 31, 2026 and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.
15. This order on consent is in full and final settlement of this application.

May 21, 2026
Date Issued

Denise Hannivan
Hearings Officer, 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 May 1, 2027 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 October 31, 2026

Rent Owing to October 31, 2026	\$30,850.56
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an abatement	- \$60.72
Total the Tenant must pay to continue the tenancy	\$30,975.84*

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

Rent Owing to Hearing Date	\$14,921.83
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,891.28
Less the amount of the interest on the last month's rent deposit	- \$79.85
Less the amount the Landlord owes the Tenant for an abatement	- \$60.72
Total amount owing to the Landlord	\$12,075.98*
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$97.05** (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

*** Less any payments made by the Tenant to the Landlord toward rent arrears/costs/ongoing rent per paragraphs 11 or 12 of this order.**