



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

File Number: LTB-L-109613-25

In the matter of: 3, 175 GLENHOLME AVE
YORK ON M6E3C5

Between: EM THI KIM DANG Landlord

And

RYAN DALY Tenant

EM THI KIM DANG (the 'Landlord') applied for an order to terminate the tenancy and evict RYAN DALY (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 4, 2026.

The Landlord, the Landlord's Legal Representative, An Le, the Tenant and the Tenant's Support, Brittany Daly attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$880.00. It is due on the 4th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$28.93. This amount is calculated as follows: \$880.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 3, 2026 are \$7,620.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The parties agreed to a standard eleven day order on the L1 portion of the application.

L2 Application – Persistent Late Payment of Rent

10. The Landlord's N8 notice of termination was not signed by the Landlord or their agent.
11. Section 43(1)(c) of the *Residential Tenancies Act, 2006* (the 'Act') requires that a notice of termination be signed by the person giving the notice or an agent of the person. In this case, the N8 notice of termination that was uploaded to the Portal was not signed.
12. I was not satisfied that the N8 notice of termination was a valid N8 notice as it was not signed by the Landlord. As a result, the L2 portion of this application is dismissed.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The parties consented to the following terms on the L1 portion of the application.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
4. \$8,772.79 if the payment is made on or before June 3, 2026. See Schedule 1 for the calculation of the amount owing.
5. **OR**
6. \$9,652.79 if the payment is made on or before June 13, 2026. See Schedule 1 for the calculation of the amount owing.
7. 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 13, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
8. **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 13, 2026.**

9. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,144.89. 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.
10. The Tenant shall also pay the Landlord compensation of \$28.93 per day for the use of the unit starting March 5, 2026 until the date the Tenant moves out of the unit.
11. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.
12. If the unit is not vacated on or before June 13, 2026, then starting June 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 June 14, 2026.

L2 Application – Persistent Late Payment of Rent

14. The L2 portion of the Landlord's application is dismissed.

June 2, 2026
Date Issued

Christopher Lin
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 of the Tenant expires on December 14, 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 as the tenancy is terminated

Rent Owing To March 4, 2026	\$5,958.89
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,144.89
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$28.93 (per day)