



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

File Number: LTB-L-021955-26

In the matter of: 11 LASALLE LANE
RICHMOND HILL ON L4C7V6

Between: LYUDMYLA AFANASIYADI Landlord
MEHMET UZUNKODALAK
DILEK USTE

And

ZIHAN LIN Tenant
YUE HAN

LYUDMYLA AFANASIYADI, MEHMET UZUNKODALAK and DILEK USTE (the 'Landlord') applied for an order to terminate the tenancy and evict ZIHAN LIN and YUE HAN (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 May 20, 2026.

Only the Landlord, Lyudmyla Adanasiyadi, and the Landlord's Representative, Bryan Rubin, attended the hearing.

As of 10:27 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$4,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 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 May 20, 2026, are \$14,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,100.00 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 \$64.16 is owing to the Tenant for the period from August 22, 2025, to May 20, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 22nd day of each month. The Tenant has failed to pay rent in full and on time for the past 20 months.
11. At the time of serving the N8 notice, the Tenant had failed to pay their rent in full and on time for the previous 18 months. Since filing the application, the Tenant has made no payments to the Landlord. The arrears in this matter are significant, and I find it reasonable to infer that the tenancy is not sustainable financially for the Tenant.

Relief from Eviction

1. 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. As the matter was uncontested, I could not consider the circumstances of the Tenant which led to them persistently paying their rent late and being in arrears. The Landlord's Representative was not aware of any circumstances of the Tenant that would cause me to exercise my discretion under s. 83.
2. The Landlord testified that they have tried working with the Tenant several times to pay off the arrears, however, the Tenant continues to make promises of payment that are not fulfilled. They testified that they are suffering financially because of the arrears and that this is the only rental property that Ms. Adanasiyadi owns.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 14, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$10,821.84. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$134.79 per day for the use of the unit starting May 21, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 14, 2026, then starting June 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 15, 2026.

June 3, 2026
Date Issued

Chris Hall
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 15, 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 May 20, 2026	\$14,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$4,100.00
Less the amount of the interest on the last month's rent deposit	-\$64.16
Total amount owing to the Landlord	-\$10,821.84
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$134.79 (per day)