



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

File Number: LTB-L-038675-26

In the matter of: 11 Calm Waters Cres.
Brampton, ON L6V4R9

Between: Shengbiao Yu Landlord

And

Collin George Millard Powell Tenant
Tracey Ann-Marie Powell
Kimelia Monique Powell

Shengbiao Yu (the 'Landlord') applied for an order to terminate the tenancy and evict Collin George Millard Powell, Tracey Ann-Marie Powell and Kimelia Monique Powell (collectively the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict 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).

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

The Landlord's Legal Representative, Yun Tao Li, the Landlord, and the Tenant Collin George Millard Powell (on his own behalf and on behalf of the other named Tenants), attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of the hearing.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

It is agreed that:

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 \$3,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$5,900.00.
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 \$3,200.00 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 \$152.36 is owing to the Tenant for the period from May 1, 2024, to May 28, 2026.
10. At the hearing, parties agreed to an extended termination date of June 30, 2026 (L1 Application) and that the Tenant will pay new rent to the Landlord on time and in full as it comes due for the period from July 1, 2026, to June 30, 2027.

It is ordered on consent that:

L1 Application

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:**
 - \$9,286.00 if the payment is made on or before June 30, 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 June 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,479.52. 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 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 \$105.21 per day for the use of the unit starting May 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

L2 Application

10. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on or before the following dates for the period from July 1, 2026, to June 30, 2027.

Payment Date (on or before)	Payment Amount
July 7, 2026	\$1,600.00
July 15, 2026	\$1,600.00
August 7, 2026	\$1,600.00
August 15, 2026	\$1,600.00
September 1, 2026	\$1,600.00
September 15, 2026	\$1,600.00
October 1, 2026	\$1,600.00
October 15, 2026	\$1,600.00
November 1, 2026	\$1,600.00
November 15, 2026	\$1,600.00
December 1, 2026	\$1,600.00
December 15, 2026	\$1,600.00
January 1, 2027	\$1,600.00

Payment Date (on or before)	Payment Amount
January 15, 2027	\$1,600.00
February 1, 2027	\$1,600.00
February 15, 2027	\$1,600.00
March 1, 2027	\$1,600.00
March 15, 2027	\$1,600.00
April 1, 2027	\$1,600.00
April 15, 2027	\$1,600.00
May 1, 2027	\$1,600.00
May 15, 2027	\$1,600.00
June 1, 2027	\$1,600.00
June 15, 2027	\$1,600.00

11. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, 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.

June 3, 2026
Date Issued

Ken Audziss
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.

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.