



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

**File Number:** LTB-L-107259-25

**In the matter of:** UPPER LEVEL, 50 DOLORES RD  
NORTH YORK ON M3L2A9

**Between:** Yunhua Zhu Landlord  
Kevin Lo

**And**

Jozsef Forgacs Tenant  
Orsolya Horvath

Yunhua Zhu and Kevin Lo (the 'Landlord') applied for an order to terminate the tenancy and evict Jozsef Forgacs and Orsolya Horvath (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord, Yunhua Zhu, and Landlord's representative, Marshall Yarmus and Lisa Duchene, and the Tenants and the Tenant's agent, Mark Doza, attended the hearing.

**Determinations:**

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 \$3,280.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$107.84. This amount is calculated as follows: \$3,280.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$18,260.00. The Tenant does not contest the amount owing.

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 \$271.85 is owing to the Tenant for the period from November 22, 2022, to May 13, 2026.
10. The Tenant sought an opportunity to preserve the tenancy and proposed paying the new rent that comes due on time and in full and \$1,000.00 each month towards the arrears until the arrears are paid in full. The Tenant testified that her monthly household income is \$1,150.00 from Ontario works. The Tenant testified that her three roommates contribute \$1,000.00 each towards the monthly rent. The Tenant also testified that her expenses are only \$50.00 for internet.
11. The Tenant testified that she fell behind due to paying \$15,000.00 for funeral costs for her mother who passed away in April 2025. She testified she had to ship the body back to Hungary for her body to be buried there.
12. The Tenant testified that can now focus on repaying the Landlord going forward.
13. The Landlord's Legal Representative opposed the payment plan and requested a standard eviction order. The Landlord's Legal Representative submitted that the Tenant's arrears have increased since the filing of the application. The Landlord, Yunhua Zhu, testified that they are a small Landlord and carrying the expenses of the rental unit. she also testified that the secondary Landlord Kevin Lo is currently undergoing cancer treatments, as such they are facing significant financial hardship due the Tenant's non-payment.
14. Despite a consistent income, the Tenant has chosen to use their money elsewhere. While the Tenant submitted that they paid for a funeral around April 2025 and experienced the loss of their mom, I do not find those unfortunate events relevant as the arrears for this current application commenced in December 2025. The Tenant did not provide any documentary evidence regarding the funeral costs. Given the circumstances, I find it unreasonable that the Tenant chose to pay a significant amount for funeral costs and not the Landlord. At the same time, the arrears are significant. The Tenant's circumstances have not substantially changed since they began accruing arrears and the Tenant did not present any concrete evidence to satisfy me that things will be different going forward. Based on the evidence before me, I am not convinced the Tenant is able to comply with the terms of a payment plan given their evidence about their financial circumstances.
15. Considering the Landlord has a last month's rent deposit, I find that it would not be unfair to grant a short delay of termination to June 30, 2026, for the Tenant to secure alternative housing or locate the funds to void this order.
16. 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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$21,726.00 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 \$13,096.07. 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 \$107.84 per day for the use of the unit starting May 14, 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.

**June 5, 2026**  
**Date Issued**

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Vinuri Sivalingam  
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 31, 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 30, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To June 30, 2026                                                            | \$26,240.00        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$4,700.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$21,726.00</b> |

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

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$21,081.92           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$4,700.00          |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,200.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$271.85            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$13,096.07</b>    |
| Plus daily compensation owing for each day of occupation starting May 14, 2026                                      | \$107.84<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |