



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016578-26

In the matter of: 298 LAKEVIEW BLVD
KESWICK ON L4P2Y7

Between: Wei Wu Landlord
Yong Deng

And

Geoffrey Prior Tenant
Wendy Page
Trevor Page- Clarke
Jean Olive Patton

Wei Wu and Yong Deng (the 'Landlord') applied for an order to terminate the tenancy and evict Geoffrey Prior, Wendy Page, Trevor Page- Clarke and Jean Olive Patton (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 April 14, 2026.

The Landlord's legal representative, Yun Tao Li, and the Tenant, Geoffrey Prior and Wendy Page, attended the hearing

Determinations:

Preliminary Issue- section 82 issues

1. At the hearing, the Tenants sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenants acknowledged that they had not provided the Landlord or the Board with a written description of each issue they intended to raise, as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. The Tenants gave no evidence that they were unable to comply with the disclosure requirements. I therefore did not permit the Tenants to raise issues under section 82 of the Act. I also considered whether to adjourn the hearing to allow the Tenants to comply, and I am satisfied that an adjournment would not be appropriate given the substantial and undisputed arrears and the prejudice further delay would cause the Landlord.

L1 Application – Non-Payment of Rent

2. 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.
3. The Tenant did not dispute the L1 Application or the arrears claimed.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to April 30, 2026 are \$9,950.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,600.00 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.
11. Interest on the rent deposit, in the amount of \$247.21 is owing to the Tenant for the period from May 1, 2022 to April 14, 2026.

L2 Application – Persistent Late Payment of Rent

12. The Landlord served the Tenant with a Notice to End your Tenancy at the End of the Term for persistent late payment of rent (N8 Notice) on February 4, 2026, with a termination date of April 30, 2026. The Landlord relied on a payment ledger, which shows that rent was paid after the first of the month in 42 of the 46 months between the commencement of the tenancy in May 2022 and the service of the N8 Notice.
13. The Tenant did not dispute that rent was frequently paid after the first of the month. The Tenant testified, however, that there was a verbal understanding with the Landlord permitting payment by the end of each month, and that the Landlord had accepted payment on that basis throughout the tenancy without objection until the N8 Notice was served.
14. The written tenancy agreement provides that rent is payable on the first day of each month. I find that the rent is due on the first day of each month. The Tenant's evidence was not that the lease itself permitted late payment, but that the parties had arrived at a separate understanding to that effect, which I address below.
15. I am not satisfied that the Landlord has proven persistent late payment of rent. While the ledger shows that rent was often paid after the first day of the month, that is not the end of

the analysis. The Board must consider the parties' course of conduct and the substance of the tenancy relationship. Where a landlord has consistently accepted late rent without objection, a tenant may reasonably conclude that payment after the due date was being permitted. In those circumstances, late payment may not amount to persistent late payment for the purpose of terminating the tenancy.

16. The Landlord did not attend the hearing to give evidence. The Landlord's legal representative was unable to rebut the Tenant's evidence that the Landlord had, over the course of the tenancy, accepted late payment without objection. There is no evidence before me that the Landlord ever objected to the Tenant's manner of paying rent before serving the N8 Notice. I find that the Landlord fostered a practice of acquiescence to the Tenant's late payments and that the Tenant could reasonably have concluded that payment after the first of the month was acceptable. I am not satisfied that the Tenant's late payments were obstinate or made in the face of any objection by the Landlord. The Landlord has therefore not proven persistent late payment of rent, and the L2 Application must be dismissed.
17. The dismissal of the L2 Application should not be taken by the Tenant to mean that rent may be paid whenever the Tenant wishes. I have found that rent is due on the first day of each month. By serving the N8 Notice, the Landlord has put the Tenant on notice that late payment will no longer be tolerated. If the Tenant persistently fails to pay rent in full and on time in the future, the Landlord may serve a fresh notice and bring an application based on any pattern of late payment occurring after this order.

Relief from Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenant's request that the eviction be refused on the terms of a proposed payment plan, the Tenant's circumstances, and the Landlord's circumstances.
19. The Tenant proposed to continue the tenancy by paying \$1,000.00 toward the arrears on the 15th day of each month, beginning in May 2026, while also paying the ongoing monthly rent of \$2,500.00 beginning June 1, 2026. I find that the proposed payment plan is not affordable based on the financial information the Tenant provided. The household income is approximately \$6,300.00 per month, while the disclosed monthly expenses, not including rent, are approximately \$4,050.00. Once the monthly rent of \$2,500.00 is added, the household's monthly expenses are approximately \$6,550.00. This already exceeds the household income by approximately \$250.00 per month. The proposed arrears payment of \$1,000.00 per month would increase the monthly shortfall to approximately \$1,250.00. I am therefore not satisfied that the proposed payment plan is realistic or likely to succeed.
20. I am not satisfied that the Tenant's household income will improve enough to make the proposed plan affordable. The Tenant testified that their son had returned to work only the day before the hearing, and I find that any additional contribution from him remains uncertain. The Tenant also referred to an anticipated income-tax refund but could not say how much it would be or when it would be received. The arrears are \$9,950.00 and rent continues to accrue at \$2,500.00 per month. Since the proposed plan would only pay \$1,000.00 per month toward the arrears, I find that the arrears would likely continue to

increase. I am therefore not satisfied that the proposed payment plan is realistic or likely to succeed.

21. I have weighed against the arrears the Tenant's personal circumstances, in particular that Mr. Prior is disabled and uses a wheelchair, which I accept will make relocating more difficult, and the difficulty the household has faced following the son's layoff in November 2025. I have also weighed the Landlord's circumstances, including that this is a small landlord who has carried substantial and growing unpaid rent. Balancing these circumstances, I find that termination is warranted, but that a modest postponement of the eviction is appropriate.
22. Having regard to Mr. Prior's disability and the practical difficulties of arranging an accessible move, and noting that the Landlord's representative did not strongly oppose a short period for the Tenant to vacate, I 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:

L1 Application – Non-Payment of Rent

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:**
 - \$15,136.00 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 \$5,939.45. 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 \$82.19 per day for the use of the unit starting April 15, 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 – Persistent Late Payment of Rent

10. The Landlord's L2 application is dismissed.

June 1, 2026
Date Issued

Colin Elsby
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 January 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 June 30, 2026

Rent Owing To June 30, 2026	\$14,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,136.00

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

Rent Owing To Hearing Date	\$8,600.66
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$247.21
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$5,939.45
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$82.19 (per day)

