



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

File Number: LTB-L-015924-26

In the matter of: 5208-30 Shore Breeze
Etobicoke, ON M8V0J1

Between: Xi Qing Chen Landlord

And

Jeff Lange Tenant

Xi Qing Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff Lange (the 'Tenant') because the Tenant did not pay the rent owed.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 5, 2026.

The Landlord's Agent, Patricia Ping Cui, and the Tenant attended the hearing.

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

Preliminary Issue:

Adjournment Request

1. At the hearing, the Tenant requested an adjournment on the basis that they had not filed their evidence prior to the hearing as required by the Board's Rules.
2. The Landlord's Agent opposed the request, submitting that the Tenant had ample opportunity to disclose any evidence they intended to rely upon and had failed to do so.
3. Upon review of the Board's records, I am satisfied that the Notice of Hearing was emailed to the Tenant on March 30, 2025, approximately five weeks before the hearing date. The Notice of Hearing advised the Tenant of their disclosure obligations, provided information regarding Duty Counsel services, and included a section 82 Issues Form.

4. In the circumstances, I am not satisfied that the Tenant was unable to comply with the Board's Rules. The Tenant had approximately five weeks to either disclose the evidence they intended to rely upon at the hearing or complete and submit a section 82 Issues Form, together with any supporting documentation, to both the Landlord and the Board. The Tenant provided no persuasive explanation for their failure to do so. Accordingly, the request for an adjournment to permit late disclosure of evidence or the submission of section 82 issues is denied.
5. As a result of the denial of the adjournment request, the Tenant was not permitted to raise any issues pursuant to section 82 of the Residential Tenancies Act, 2006. However, this does not prevent the Tenant from pursuing any timely matters that may properly form the subject of a tenant application under the Act.

Determinations:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: $\$2,600.00 \times 12$, divided by 365 days.
10. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
11. The uncontested rent arrears owing to May 31, 2026, are \$7,800.00.
12. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$30.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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.
15. Interest on the rent deposit, in the amount of \$101.95 is owing to the Tenant for the period from September 1, 2024, to May 5, 2026.

Relief from Eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The Landlord's Agent testified that the Tenant first fell into rental arrears in February 2026. Following the onset of the arrears, the Landlord made repeated requests for payment, both verbally and by text message. Ms. Cui further submitted that on February 11, 2026, the Tenant emailed the Landlord advising that they intended to vacate the rental unit on March 15, 2026. Since the filing of the application, the Tenant made only one payment, in the amount of \$2,600.00 on March 1, 2026. Given the outstanding arrears and the absence of any payments since March 2026, the Landlord requested a standard 11-day eviction order.
18. The Tenant agreed with the arrears amount and testified that he intended to vacate the rental unit by May 23, 2026. Given the order issuance date, a standard 11-day eviction order has been issued.

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:**
 - \$10,636.00 if the payment is made on or before June 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,161.45. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$85.48 per day for the use of the unit starting May 6, 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 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.
8. 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.
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 June 14, 2026.

June 2, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction 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 to void the eviction order and continue the tenancy if the payment is made on or before June 13, 2026

Rent Owing to June 30, 2026	\$13,000.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Total the Tenant must pay to continue the tenancy	\$10,636.00

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

Rent Owing to Hearing Date, May 5, 2026	\$8,227.40
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
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	- \$101.95
Total amount owing to the Landlord	\$3,161.45
Plus, daily compensation owing for each day of occupation starting May 6, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	