



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

File Number: LTB-L-006948-26

In the matter of: 32 ASHMOUNT CRES
ETOBICOKE ON M9R1C7

Between: Yin Lu Landlord

And

Leonardo, Alfredo Quiroga Tenants
Nathali, Cristine Cipriani Campins

Yin Lu (the 'Landlord') applied for an order to terminate the tenancy and evict Leonardo, Alfredo Quiroga And Nathali, Cristine Cipriani Campins (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's legal representative, Jianwei Yu, the Landlord's agent, Sheng Chu, the Tenant's legal representative, Peter Gardner and the Tenant, Nathali, Cristine Cipriani Campins attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$4,500.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to April 4, 2026 are \$13,500.00.

7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$4,500.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$150.82 is owing to the Tenants for the period from November 5, 2024 to April 1, 2026.

Relief from eviction

11. The Landlord sought a standard 11-day eviction order. The Landlord submitted that the arrears are significant and that the Tenants have made no payments toward either the arrears or the ongoing monthly rent since service of the N4 Notice of Termination.
12. The Landlord further submitted that, in addition to the present application, the Board issued an order in December 2025 arising from an L9 application (LTB-L-084353-25) requiring the Tenants to pay rent arrears and costs in the amount of \$31,686.00. The Landlord testified that no payments have been made toward satisfying that order.
13. The Landlord testified that the property is subject to a mortgage and that the Landlord continues to incur expenses associated with the rental unit, including mortgage payments, insurance, operational and repair costs. The Landlord submitted that the continued non-payment of rent has resulted in significant financial hardship.
14. The Tenant's legal representative submitted that the Tenants have filed a T6 application with the Board that has not yet been scheduled for hearing. Counsel submitted that the Tenants withheld rent pending the determination of that application. Counsel further submitted that a previous request for an order requiring the Tenants to pay rent into the Board pending the hearing of the T6 application was denied and that the Tenants do not intend to pay any portion of the arrears until the T6 application has been heard and decided.
15. The Tenant's legal representative also submitted that the Tenants' 16 year old child resides in the rental unit.
16. I have considered all of the circumstances pursuant to subsection 83(1) of the Act. I acknowledge that termination of the tenancy will cause prejudice to the Tenants, particularly given that a minor resides in the rental unit and the Tenants will be required to secure alternative accommodation. I have also considered that the Tenants have an outstanding T6 application before the Board.
17. However, I find that the prejudice to the Landlord is substantial and outweighs the prejudice to the Tenants. The evidence establishes that the Tenants have failed to pay ongoing rent for a significant period, have accumulated substantial arrears, and have

made no payments toward either the arrears claimed in this application or the arrears previously ordered by the Board. The Tenants' position that they will not pay any arrears until the T6 application is heard provides no reasonable prospect that the arrears will be addressed in the foreseeable future. While the T6 application may ultimately be determined on its merits, its existence does not relieve the Tenants of their obligation to pay rent as it becomes due.

18. In these circumstances, requiring the Landlord to continue the tenancy would result in ongoing financial prejudice. The Landlord remains responsible for mortgage, insurance, and maintenance obligations while receiving no rental income. I am not satisfied that delaying or denying eviction would be fair to the Landlord.
19. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,740.00 if the payment is made on or before June 4, 2026, minus any rent payments or compensation paid by the Tenants. See Schedule 1 for the calculation of the amount owing.

OR

 - \$27,240.00 if the payment is made on or before June 15, 2026, minus any rent payments or compensation paid by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants 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 15, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,731.78. 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 Tenants shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting April 2, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 16, 2026.

June 4, 2026
Date Issued

Christina Philp
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 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 4, 2026

Rent Owing To June 4, 2026	\$22,500.00
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Total the Tenants must pay to continue the tenancy	\$22,740.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing To July 4, 2026	\$27,000.00
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Total the Tenants must pay to continue the tenancy	\$27,240.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,142.60
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Less the amount of the last month's rent deposit	- \$4,500.00
Less the amount of the interest on the last month's rent deposit	- \$150.82
Total amount owing to the Landlord	\$8,731.78
Plus daily compensation owing for each day of occupation starting April 2, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	