



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

File Number: LTB-L-022858-26

In the matter of: UNIT C3, 9 APPLEBAUM TERR
NORTH YORK ON M3J0E7

Between: Zhang Zhe Chen Landlord

And

Cosmos Onyebuchi Tenant

Zhang Zhe Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Cosmos Onyebuchi (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 26, 2026.

Only the Landlord's Legal Representative, Yun Tao Li, attended the hearing.

As of 10:41 A.M., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,050.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$34.52. This amount is calculated as follows: \$1,050.00 x 12, divided by 365 days.
5. The Tenant has made 3 payments totalling to \$3,000.00, since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$684.00.
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 \$1,050.00 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 \$22.05 is owing to the Tenant for the period from July 1, 2025, to June 30, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Landlord also served a notice of termination under section 58(1). This section sets out the following

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times in the past 10 months. For each month the rent has been due since the tenancy commenced on July 1, 2025, the Tenant has not only paid the rent past the due date each month but has also paid the rent in split payments. On certain months, the full rent payment was not even made.
 12. After the N8 Notice was served to the Tenant on January 30, 2026, the Tenant made 3 payments of \$900.00, \$150.00, and \$1,050.00 on March 25, 2026, April 9, 2026, and April 22, 2026, respectively.

Relief from Eviction

13. The Landlord seeks a standard order with a delay in eviction till June 30, 2026.
14. The Landlord's Legal Representative submitted that the Tenant has been making payments towards the outstanding arrears and are therefore prepared to extend the eviction date to June 30, 2026, if the Tenant can clear all the outstanding arrears and pay the rent for the month of June 2026, by that date.

15. 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:

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:**
 - \$1,920.00 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 July 1, 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 Landlord shall pay to the Tenant \$202.05 as set out in table B in Schedule 1 (Summary of Calculations).
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.

10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026, to June 30, 2027.
11. If the Tenant fails to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 18, 2026

Date Issued

Farzana Kanji

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 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	\$1,734.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,920.00

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

Rent Owing To Hearing Date	\$684.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,050.00
Less the amount of the interest on the last month's rent deposit	- \$22.05
Total amount owing to the Tenant	\$202.05
Plus daily compensation owing for each day of occupation starting	\$34.52 (per day)