



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

File Number: LTB-L-043249-26

In the matter of: 21 HEATHCOTE AVE
NORTH YORK ON M2L1Y6

Between: CHUNBO LUO Landlord

And

FARINOSH B NAIMIAN Tenant

CHUNBO LUO (the 'Landlord') applied for an order to terminate the tenancy and evict FARINOSH B NAIMIAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

Only the Landlord's Legal Representative, J. Xue, the Landlord, and the Landlord's Agent (Spouse), Qian Li, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The following witness testified at the hearing:
Fook Ling Chan (FLC), Document Server, on behalf of Landlord

Determinations:

Service of Notice of Hearing and Application

1. As per the LTB's record, the Notice of Hearing and Application package was sent to the Tenant via email at fara@faranaimianhomes.com and via courier on May 20, 2026. The LTB's record confirmed that the package was returned by their courier as undeliverable on June 2, 2026.
2. The Landlord's Legal Representative provided into evidence a copy of the parties' Residential Tenancy Agreement (Standard Form of Lease) signed on March 26, 2025 and March 27, 2025 by the parties wherein at section 3, the Tenant consented to service of

notices and documents via the email address provided of fara@faranaimianhomes.com. A copy of the tenancy agreement was provided into evidence (DOC-8041840pgs60-73).

3. The Landlord's Legal Representative submitted that when the Notice of Hearing and Application package was received by her via email on May 20, 2026 from the LTB, she forwarded that email to the Tenant on the same date to the email address provided by the Tenant listed above. She also provided a copy of the forwarding email into evidence (DOC-8041840pg29).
4. The Landlord's witness, Fook Ling Chan (FLC), testified that he personally served the Tenant with the Landlord's Book of Evidence, which included the Notice of Hearing and Application package on May 27, 2026 at the rental unit. He also provided a certificate of service and a photo taken of the Tenant confirming this into evidence (DOC-8042485).
5. The Landlord's Legal Representative also submitted that the Landlord's Book of Evidence which included the Notice of Hearing and Application package was served on the Tenant via email on May 27, 2026 to the email address provided by the Tenant and listed above. A copy of a completed certificate of service confirming this was also provided into evidence (DOC-8042464).
6. Based on the evidence before me, I was satisfied that the Tenant was properly served with the Notice of Hearing and Application package by being given a copy personally and via the email address she consented to and provided in the parties' tenancy agreement on May 27, 2026 and May 20, 2026 respectively.

L1 application

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$5,500.00. It is due on the 27th day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$180.82. This amount is calculated as follows: \$5,500.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to June 26, 2026 are \$60,500.00.
13. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$5,500.00 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.
16. Interest on the rent deposit, in the amount of \$146.83 is owing to the Tenant for the period from February 25, 2025 to June 3, 2026.
17. The Tenant is being ordered to pay \$50,000.00 for rent arrears and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

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:**
 - \$60,686.00 if the payment is made on or before June 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. 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. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.

7. If the unit is not vacated on or before June 16, 2026, then starting June 17, 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 June 17, 2026.

June 5, 2026
Date Issued

Lisa Del Vecchio
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 17, 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 16, 2026

Rent Owing To June 26, 2026	\$60,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$60,686.00

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

Rent Owing To Hearing Date	\$56,446.56
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$5,500.00
Less the amount of the interest on the last month's rent deposit	- \$146.83
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00