



Order under Section 69 Residential Tenancies Act, 2006

Citation: Daniels Gateway Rental Communities v Wong, 2026 ONLTB 44824

Date: 2026-06-10

File Number: LTB-L-025607-26

In the matter of: 208, 40 LAGERFELD DR
BRAMPTON ON L7A5L5

Between: Daniels Gateway Rental Communities Landlord

And

Monica Wong Tenant

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Monica Wong (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).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlord's legal representative, N. Ruby, and the Tenant attended the hearing.

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 \$1,880.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.81. This amount is calculated as follows: \$1,880.00 x 12, divided by 365 days.

5. The Tenant has paid \$235.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$18,565.00.
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 \$1,880.00 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 \$90.16 is owing to the Tenant for the period from May 1, 2024 to June 3, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late, or not paid at all, for at least 10 months.
11. After the Tenant was served with the N8 notice of termination, the Tenant continued to either pay the rent late, or she did not pay rent at all.

Relief from Eviction

12. The Tenant said that she submitted a request for eviction prevention assistance on May 27, 2026. She said that she waited to submit it, months after she received her notices of termination, because she was “very busy”. The Tenant said that she has been unable to pay the full rent because she had a big setback after she lost her job in August 2025. She said that she has been working full time since October 24, 2025. Although she had an infection that led her to work fewer hours in November and December 2025, she said that she has been on full time hours, earning approximately \$840.00 per week after tax since January 2026.
13. The Tenant was not able to explain why she has only paid \$235.00 towards the rent since January 2026, when she has been earning over \$3,200.00 per month after tax. Her only explanation was that she has prioritized other debts such as car payments, phone and other bills. She said that she would like to remain in the rental unit on a payment plan. She said it is convenient to stay in the unit, as it is close to her work. She proposed to pay \$400.00 per month in addition to the full rent on time.
14. I find, on a balance of probabilities, that a payment plan would not be successful for the following reasons. The Tenant provided no documentation at all to support either her earnings or the bills she has been paying during the period when she said she has been working full-time. Her response was vague when asked to explain why she has only paid \$235.00 towards the rent in over six months. The Tenant has made no recent good faith payment, nor did she provide any documentation, to support an ability to pay \$400.00 per month in addition to the rent.

15. I find that it is prejudicial to the Landlord for the tenancy to continue. The arrears are substantial, and they are increasing each month. Consequently, this will be an order for non-remedial termination.
16. However, 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, in order to give the Tenant until the end of the month to find somewhere else to live.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$15,086.27. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$61.81 per day for the use of the unit starting June 4, 2026 to the date the Tenant moves out of the unit.
5. 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.
6. 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.
7. 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.

June 10, 2026
Date Issued

Nancy Morris
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 as the tenancy is terminated

Rent Owing To June 3, 2026	\$17,105.43
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$235.00
Less the amount of the last month's rent deposit	-\$1,880.00
Less the amount of the interest on the last month's rent deposit	-\$90.16
Total amount owing to the Landlord	\$15,086.27
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$61.81 (per day)