



## **Order under Subsection 87(1) Residential Tenancies Act, 2006**

**Citation:** 2687177 Ontario Limited v Wang, 2026 ONLTB 44971

**Date:** 2026-06-12

**File Number:** LTB-L-004109-26

**In the matter of:** 707, 18 WATER WALK DR  
UNIONVILLE ON L3R6L5

**Between:** 2687177 Ontario Limited Landlord

**And**

Xinyi Wang Tenant

2687177 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Xinyi Wang and Kai Wen Peng because the Tenant did not pay the rent the Tenant owes. Kai Wen Pen is removed as a party to the application for the reasons which are set out below.

This application was heard by videoconference on March 19, 2026.

The Landlord's agent, David Ho, and Kai Wen Peng ('KP') attended the hearing.

As of 2:15 p.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 the evidence of the Landlord and Kai Wen Peng.

### **Determinations:**

#### Invalid N4 Notice

1. The Landlord did not serve the Tenant with a N4 Notice to End Tenancy in accordance with the Residential Tenancies Act, 2006, (the 'Act'), therefore the N4 Notice is invalid. An application for eviction cannot proceed based on an invalid Notice.
2. The Landlord elected to proceed with the application for arrears only.

Proper Parties to the Application

3. When the Landlord issued the N4 Notice on November 30, 2025 they named both Xinyi Wang and Kai Wen Peng as tenants. The L1 application and Notice of Hearing was served to both individuals by the Board.
4. The lease agreement was signed by KP and the Landlord.
5. KP says they never lived in the unit, rather they signed the lease for Xinyi Wang. The Landlord was not aware of this until October 26, 2025 when KP advised them via text message that they would be ending the lease at the end of the month, and that another person was still in the unit with a key. KP didn't provide the name of Xinyi Wang until November 3, 2025. The Landlord was aware of Xinyi Wang's status as the sole physical occupier of the rental unit as of November 3, 2025 and included their name on the N4 Notice issued November 30, 2025.
6. Section 104(4) of the *Residential Tenancies Act, 2006*, (the 'Act'), states that a person's occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the landlord as of the date the unauthorized occupancy began if the landlord does not take certain actions within 60 days of discovering the unauthorized occupancy.
7. As of the date of the hearing, the Landlord had not filed an A2 application seeking an order from the Board that Xinyi Wang is an unauthorized occupant, therefore more than 60 days have passed since the unauthorized occupancy was discovered and Xinyi Wang is deemed to be a Tenant by assignment pursuant to section 104(4). As the tenancy is deemed to have been assigned, KP is no longer a tenant and is removed as a party to the application.

Arrears

8. As of the hearing date, the Tenant was still in possession of the rental unit. The Landlord suspects they may have moved out because the utility bills have not been paid, however I do not find this to be adequate to determine that the Tenant has moved out in the absence of any other corroborating information.
9. The Tenant did not pay the total rent they were required to pay for the period from August 5, 2025 to April 4, 2026.
10. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to April 4, 2026 are \$17,472.20.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$17,658.20. This amount includes rent arrears owing up to April 4, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

**June 12, 2026**  
**Date Issued**

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Dawn Carr  
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.