



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

File Number: LTB-L-020684-26

In the matter of: 620-989 Eglinton Ave. W.
York, ON M6C2C6

Between: Southover Charitable Foundation Landlord

And

Li Hua Yang Tenant

Southover Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Li Hua Yang (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 28, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, the Landlord's Agent, Ricardo Restreo, the Tenant, the Tenant's support, Joselyn Molina, and the Tenant's interpreter, Alex Ma, attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Parties sought resolution through mediation but were unsuccessful.

Determinations:

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 \$1,531.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.33. This amount is calculated as follows: \$1,531.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The uncontested rent arrears owing to May 31, 2026, are \$9,153.15.
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 \$1,531.00 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 \$146.23 is owing to the Tenant for the period from January 1, 2022, to May 28, 2026.

Relief from Eviction

10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord's Legal Representative submitted that the Tenant first fell into rental arrears in December 2025 and has intentionally withheld rent payments since November 2025. Furthermore, no payments have been made since the application was filed. Although the Landlord initially sought a standard 11-day eviction order, the representative indicated that the Landlord was prepared to accept a repayment plan provided the arrears were paid in full by the end of 2026. The representative submitted that this timeline would likely coincide with the scheduling of the Tenant's application and would ensure that, should the Tenant be unsuccessful, the tenancy would remain in good standing with no outstanding rental arrears. It is the Landlord's position that a repayment plan concluding by December 2026 would minimize prejudice to both parties.
12. The parties agreed that, in February 2026, the Tenant proposed a repayment arrangement that the Landlord accepted and formalized in a written repayment agreement. The Tenant uploaded a copy of this agreement to the LTB Portal on May 15, 2026, and referred to it several times during the hearing as an active repayment plan. The proposal contemplated a six-month repayment schedule with monthly payments ranging from \$1,501.00 to \$1,531.00 between February 2026 and July 2026. The agreement also stated that there were no outstanding issues between the parties that would constitute a breach of the Residential Tenancies Act, 2006. However, the agreement was never executed by the parties and was drafted before the Tenant filed the T6 application on March 2, 2026.
13. The Tenant sought to raise maintenance issues that had not been fully and properly disclosed before the hearing. Specifically, on May 15, 2026, the Tenant uploaded an Issues a Tenant Intends to Raise at a Rent Arrears Hearing form to the portal. The form did not adequately identify the issues to be determined, and no supporting evidence or details of the remedies sought were provided.

Moreover, the maintenance concerns identified in the form are the subject of the Tenant's T6 application LTB-T-020370-26, filed on March 2, 2026.

14. On March 20, 2026, the Tenant requested that her T6 application be combined with the Landlord's application. The Board denied that request on March 25, 2026. I informed the Tenant that, if the inadequately disclosed section 82 issues were addressed in this proceeding, she would be precluded from raising those same issues in her pending T6 application. As the Tenant had not fully and properly disclosed the section 82 issues for the purposes of this hearing, I declined to consider them. I further explained that those matters could be addressed in the Tenant's T6 application, which has not yet been scheduled for hearing.
15. During the hearing, I discussed with the parties the possibility of modifying the repayment arrangement originally proposed by the Tenant. The revised proposal extended the repayment period to 7 months to account for the two additional months of rent withheld since the original agreement was drafted. I informed the Tenant that, if she was unable to comply with the modified repayment plan, an alternative would be to issue an eviction order with an extended termination date of June 30, 2026. The Tenant rejected that option, testifying that "it is not easy to find a place" and that she wished to secure alternative accommodation while remaining in the rental unit. Consequently, the Tenant agreed to the seven-month repayment plan set out below. Although both parties agreed to its terms, it is not being issued as a consent order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,339.15 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	June 15, 2026	\$1,334.16	\$8,004.99
2	July 15, 2026	\$1,334.16	\$6,670.83
3	August 15, 2026	\$1,334.16	\$5,336.67
4	September 15, 2026	\$1,334.16	\$4,002.51
5	October 15, 2026	\$1,334.16	\$2,668.35
6	November 15, 2026	\$1,334.16	\$1,334.19
7	December 15, 2026	\$1,334.19	\$0.00

3. If not already paid, the Tenant shall pay to the Landlord the lawful rent for June 2026 on or before June 16, 2026.

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from July 1, 2026, to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 12, 2026
Date Issued

Ken Audziss
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.