



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

File Number: LTB-L-026701-26

In the matter of: 15 HEATHCOTE AVE
NORTH YORK ON M2L 1Y6

Between: YIFAN ZHANG Landlords
LIANYUN ZHANG

And

JAMESON WATERMULDER Tenants
RYAN ALICIA WATERMULDER

Yifan Zhang and Lianyun Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Jameson Watermulder and Ryan Alicia Watermulder (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's legal representative, Honghui Zhou, and the Tenant, Jameson Watermulder, attended the hearing and spoke on behalf of Ryan Alicia Watermulder.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$12,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$422.47. This amount is calculated as follows: \$12,850.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$75,750.00.
7. 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.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$12,600.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$473.76 is owing to the Tenants for the period from October 28, 2024, to June 3, 2026.
11. The Tenants are being ordered to pay \$50,000.00 for rent arrears and daily compensation, plus the Landlord's cost of filing the application, if the Tenants do not void the order. However, if the Tenants choose to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
12. The Tenant testified that to the date of the hearing, the Landlord's real estate agent would only accept rent payments in cash. The assertion was that a cash only policy, with consideration to the amount of monthly rent, created difficulty paying in full and on time due to the Tenant's employment obligations that requires him to be out of town on a regular basis. The Tenant testified that he attempted to discuss the issue with the Landlord's agent but received no response.
13. The Tenant submits that he has the funds to pay off the total arrears owing on or before June 28, 2026, via certified cheque.
14. The Landlord's legal representative declined to consent to the Tenant's offer, sighting prior broken promises to pay. However, the Landlord's legal representative was not opposed to the payment in full to preserve the tenancy and, further, provided instruction to the Tenant regarding payment by certified funds.
15. Instructions are to make funds payable directly to the Landlord, Yifan Zhang and to arrange delivery to the Landlord's real estate agent, Jian Chenh Huang, at 1991 Brimley Road, Scarborough, ON L1S 2B1.
16. We 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 July 10, 2026, pursuant to subsection 83(1)(b) of the Act.
17. It is evident that the primary issue in this matter is not the Tenant's ability to make rent payments, but rather the method of payment. The Tenant submits that rent payments must be made in cash and, due to ongoing work-related travel obligations, the Tenant is at times unable to attend in person to make those payments. However, we are satisfied that the Tenant has the ability to make the monthly rent payments. We also note that the Landlord is not opposed to accepting payment in full by certified funds. In the circumstances, we find that a standard eviction order delayed to July 10, 2026, is reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$75,936.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$88,786.00 if the payment is made on or before July 10, 2026. See Schedule 1 for the calculation of the amount owing.
 3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after July 10, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 10, 2026.**
 5. If the Tenants do not void the order, the Tenants 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 Tenants. The amount the Tenants 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 Tenants do not pay the Landlord the full amount owing on or before July 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.
 7. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 11, 2026.

June 15, 2026
Date Issued

Kristina Klein
Member, Landlord and Tenant Board

Mayra Sawicki
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 January 11, 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 Tenants 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	\$75,750.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$75,936.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2026

Rent Owing To July 31, 2026	\$88,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$88,786.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$64,167.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$12,600.00
Less the amount of the interest on the last month's rent deposit	- \$473.76
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00