



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

File Number: LTB-L-002714-26

In the matter of: 24 Thomas Frisby Jr Cres
Markham ON L6C3L1

Between: YUWEI LIU Landlords
YU FEI

And

MOTONG GUO Tenants
ZIYUAN TIAN

YUWEI LIU and YU FEI (the 'Landlords') applied for an order to terminate the tenancy and evict MOTONG GUO and ZIYUAN TIAN (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlords and the Tenants attended the hearing. The Landlords were represented by Ryan Chen a licensed paralegal.

Determinations:

1. The Landlords 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 \$3,900.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$128.22. This amount is calculated as follows: \$3,900.00 x 12, divided by 365 days.
5. The Tenants have paid \$17,192.75 to the Landlords since the application was filed.
6. The rent arrears owing to June 14, 2026 are \$3,230.15.
7. The Landlords delivered a Notice of Rent Increase to the Tenants on September 9, 2025 effective December 15, 2025 raising the rent from \$3300 per month to \$3900 per month.

There is not dispute as to the validity of the delivery of the notice. The dispute arises from the quantum of the increase which is more than the 2025 annual rent increase guideline of 2.5%.

8. The Tenants gave evidence that the Landlords advised them that the only choices they had were to either sell the house or to increase the rent because they cannot afford to carry the house anymore at this rental rate. The Tenants argued that this was an improper reason to raise the rent and that the Landlords financial situation should not be visited on them.
9. The Landlords established through documentary evidence (DOC 7543598) that this rental unit was constructed in 2022. Section 6.1 of the of the *Residential Tenancies Act, 2006* (the 'Act') provides that if the rental unit is located in a building which was first occupied for residential purposes on or before November 15, 2018, the landlord is not required to limit any rent increase to the annual rent increase guideline set out in section 120 of the Act, so long as the landlord provides 90 days notice of the rent increase using an LTB approved form and it has been at least 12 months since the last increase.
10. I find that this rental unit falls within the exemption contained in s.6.1 of the Act. As such, the rental unit is not subject to the provincial Guideline for Rent Increases and the Landlords are free to raise the rent as they see fit provided that they comply with the appropriate notice period for delivering the rent increase notices, which they did.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlords collected a rent deposit of \$3,300.00 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.
13. Interest on the rent deposit, in the amount of \$121.61 is owing to the Tenant for the period from November 15, 2024 to June 8, 2026.
14. 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 July 27, 2026 pursuant to subsection 83(1)(b) of the Act.
15. In reaching the conclusion to allow the Tenants additional time to satisfy the rental arrears, I have considered that they had an honest although mistaken belief that the rent increase was invalid and that they will need some additional time to gather the money to pay the arrears. Their rental payments are otherwise up to date and they deserve the opportunity and time to either pay the arrears or to find a new place to live.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**

- \$7,316.15 if the payment is made on or before July 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,216.15 if the payment is made on or before July 27, 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 have paid the full amount owing as ordered plus any additional rent that became due after July 27, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 27, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlords are entitled to by \$699.96. See Schedule 1 for the calculation of the amount owing. However, the Landlords are authorized to deduct from the amount owing to the Tenants \$128.22 per day for compensation for the use of the unit starting June 9, 2026 until the date the Tenants move out of the unit.
 6. If the unit is not vacated on or before July 27, 2026, then starting July 28, 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 Landlords on or after July 28, 2026.

June 16, 2026
Date Issued

Christina Budweth
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 28, 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 to void the eviction order and continue the tenancy if the payment is made on or before July 14, 2026

Rent Owing To July 14, 2026	\$24,322.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,192.75
Total the Tenant must pay to continue the tenancy	\$7,316.15

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 27, 2026

Rent Owing To August 14, 2026	\$28,222.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,192.75
Total the Tenant must pay to continue the tenancy	\$11,216.15

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

Rent Owing To Hearing Date	\$19,728.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,192.75
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$121.61
Total amount owing to the Landlord	\$(699.96)
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$128.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

