



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007823-26

In the matter of: 462 ANNAPOLIS CRT
WATERLOO ON N2K4E7

Between: XING FAN Landlord

And

Marion Dickie Tenant
Craig Birmingham

The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.

XING FAN (the 'Landlord') applied for an order to terminate the tenancy and evict Marion Dickie and Craig Birmingham (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 11, 2026.

The Landlord, the Landlord's Legal Representative Geoff Paine, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant submitted that her T2 application LTB-T-027195-26 was supposed to be heard with the Landlord's L1 application. Therefore, the L1 application should not be proceeding separately today. The Landlord's Legal Representative submitted at the last L1 hearing that was adjourned due to overflow, the Tenant indicated she wanted to raise section 82 issues. An interim order was issued requiring the Tenant to pay the ongoing rent until the matter was resolved and to serve/file her section 82 issues by a specified date; she did neither. Therefore, the L1 should proceed today and the Tenant can address her issues at the T2 application hearing.
2. The Tenant's request to adjourn the Landlord's arrears application to be heard with her T2 application is denied; the L1 application shall proceed on the arrears matter only.. Interim order LTB-L-007823-26-IN issued by the Board on April 7, 2026, ordered the Tenant to provide the Landlord and file with the Board their section 82(1) issues no later than April 28,

2026, and to pay the ongoing rent; both requirements were subject to a breach clause. The Tenant did not complete or file the required "Issues a Tenant Intends to Raise at a Rent Arrears Hearing" form; although she had filed a T2 application on March 28, 2026, prior to the first L1 hearing, she did not properly disclose this at that hearing as she indicated wanting to raise her own issues under section 82 of the Act. Although not done properly, the Tenant still had the opportunity to either withdraw her T2 application and proceed via section 82 by complying with those requirements or vice-versa; she did neither. The Tenant did not respond to the Board's deficiency letter that she had to provide the Landlord's address by May 16, 2026; therefore, the file was administratively closed on May 20, 2026. As to raising her issues under section 82, the Tenant did not file the required form by the ordered date and did not pay the ongoing rent per the interim order. The Tenant did not do as required to ensure/retain her right to raise her own issues within the L1 hearing process; to allow her to blatantly disregard the requisite procedures not only severely prejudices the Landlord but disrespects the Board's authority and processes.

Merits

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. The N4 is dated January 8, 2026, and contains a termination date of January 23, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the day day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$18,900.00.
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 \$2,700.00 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. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. This is a small Landlord who has had to take numerous measures to avoid losing his property due to the accumulated arrears; he relies on the rent to pay the mortgage and other related costs. The Tenant did not dispute the amount owing or that no payments have been made since the arrears process began. Although she indicated having now secured a second job, the Tenant did not offer any explanation as to why she had not made any attempt to pay something to the Landlord when, according to her own testimony, her income throughout this period exceeded her expenses. I recognize the Tenant was suffering from family issues and that

she admitted not handling the arrears situation properly, I find the requested 18-month repayment not to be reasonable under the circumstances; for the aforementioned reasons and that the arrears began accumulating within months of the tenancy being entered into. A standard order shall issue.

Expedited enforcement

10. The Landlord's Legal Representative requested expedited enforcement and eviction date based on the severe prejudice suffered by the Landlord and pending possibility of foreclosure. In Toronto it takes approximately 6 to 7 weeks for the sheriff to enforce the eviction order, therefore, in essence the Tenant has this amount of time to move or void the order; as such, the Tenant is not further prejudiced.
11. Although the Tenant did not directly address the issue of expedited enforcement, she expressed being sickly sorry that things came to this point.
12. Section 84 of the *Residential Tenancies Act, 2006* (the 'Act') says:

Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) or based on a notice given under section 63, 65 or 66, request that the sheriff expedite the enforcement of the order.

13. The Landlord's Legal Representative's request for expedited enforcement of the eviction order is denied. Although I am sympathetic to the Landlord's circumstances, expedited enforcement is intended for the most serious offences under the Act. Although the situation may be personally serious to the Landlord, the issue is arrears of rent; this is not one of the grounds contemplated by the Act. Further, the submissions before me are that the Landlord took steps to avoid foreclosure proceedings, not that such proceedings are in the works. Therefore, I do not find it reasonable to exercise any discretion afforded to me under the Act to extend the application of expedited enforcement.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,086.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$21,786.00 if the payment is made on or before July 4, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 4, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 4, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,662.47. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting June 12, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 4, 2026, then starting July 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 5, 2026.

June 23, 2026
Date Issued

Diane Wade
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 5, 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 June 30, 2026

Rent Owing To June 30, 2026	\$18,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 4, 2026

Rent Owing To July 31, 2026	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,786.00

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

Rent Owing To Hearing Date	\$17,176.47
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Total amount owing to the Landlord	\$14,662.47
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	