



Order under Section 69 Residential Tenancies Act, 2006

Citation: MA v PAIN, 2026 ONLTB 49010

Date: 2026-06-22

File Number: LTB-L-031082-26

In the matter of: Basement, 15 NEWLANDS AVENUE
Keswick ON L4P3T3

Between: LI ZHI MA

Landlord

And

SEAN BRADLY PAIN
GARY RAYMOND MAC DONALD

Tenants

LI ZHI MA (the 'Landlord') applied for an order to terminate the tenancy and evict SEAN BRADLY PAIN and GARY RAYMOND MAC DONALD (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 15, 2026.

The Landlord, the Tenants' Legal Representative, Morgan Lipchitz, and the Tenant, Sean Bradly Pain, attended the hearing.

Determinations:

Adjournment request denied

1. The Tenants' Legal Representative requested an adjournment as the Tenants would like this matter combined with an L2 application, based on an N6 notice, which was scheduled to be heard by the Board on June 17, 2026, and a T2 application, which has yet to be filed by the Tenants.
2. The Landlord objected to the adjournment request, given this was the first time the Landlord had received such a request, and in the Landlord's view this adjournment request was inappropriate and serves as a delay tactic given that this tenancy is not viable.

3. The Tenants had received the Notice of Hearing from the Board on or about May 7, 2026, and had not previously requested this matter be combined with another matter. Moreover, the Landlord submitted there would be significant financial prejudice to the Landlord if the matter was adjourned, as the arrears are already substantial.
4. I note the issues in the applications are different and I do not anticipate that there will be an overlap in the evidence. Having the applications heard separately should not result in inconsistent findings or represent an inefficient use of Board resources. Moreover, the Tenants have yet to file their own application as they wish to combine with this L1 application and the Landlord's L2 application.
5. The LTB's obligation is to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter. The Tenant SP has been aware of this proceeding since receipt of the Notice of Hearing. Additionally, the Tenant SP was aware of what rent he paid since the application was filed and by extension would be aware of the rental arrears sought by the Landlord as per the L1 L9 update sheet submitted to the Board. Furthermore, an adjournment would be prejudicial to the Landlord. For all the reasons the adjournment request was denied.

L1 Determination:

6. 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: $\$1,350.00 \times 12$, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to June 30, 2026, are \$5,400.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,350.00 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.
14. Interest on the rent deposit, in the amount of \$20.43 is owing to the Tenants for the period from September 26, 2025, to June 15, 2026.

15. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Landlord testified that she had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on Tenant Sean Bradly Pain's (SP) testimony, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the Tenant's current life circumstances, recent employment status, income sources and monthly expenses. The Tenants would not be able to cover the monthly rent, their expenses, let alone the arrears.
17. The Tenant SP further requested an extended eviction of two to three months, which would allow the Tenants time to secure alternative housing.
18. The Landlord testified that given the exorbitant nature of the arrears and the financial prejudice to the Landlord to meet the financial obligations of the rental unit, the Landlord was seeking a standard eviction order.
19. With respect to the Tenant SP's request for an extended eviction, I find the Tenants' inability to pay rent would result in further prejudice to the Landlord and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction. As a result, I have terminated the tenancy on the terms set out below.
20. This order contains all the reasons for decisions within it. No further reasons shall be issued.

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:**
 - \$5,586.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,936.00 if the payment is made on or before July 3, 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 3, 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 3, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,531.27. 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. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting June 16, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 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 4, 2026.

June 22, 2026
Date Issued

Panagiotis P. Roupas
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 4, 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	\$5,400.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$5,586.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026

Rent Owing To July 31, 2026	\$6,750.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$6,936.00

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

Rent Owing To Hearing Date	\$4,715.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$20.43
Total amount owing to the Landlord	\$3,531.27
Plus daily compensation owing for each day of occupation starting June 16, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	