



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

File Number: LTB-L-020205-26

In the matter of: 377 WALTER DR
KESWICK ON L4P3A8

Between: Pek San Lio Landlord

And

Nicole Thorpe Tenant

Pek San Lio (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Thorpe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord's Legal Representative, Cuiwen Hu, and the Tenant attended the hearing.

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 \$2,100.00. It is due on the 14th day of each month.
 4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
 5. The Tenant has not made any payments since the application was filed.
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1. The rent arrears owing to May 13, 2026, are \$7,050.00, which the Tenant disputes as the Tenant claims they made payments which are not reflected on the Landlord's claim.
 2. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove

that he or she paid rent”.

3. The Tenant sought additional time to go through her bank records, and to provide documentation to support payments have been made, and that tenant duty counsel was not there to assist her in doing so.
4. I was not satisfied that the Tenant provided a reasonable explanation for why it was necessary, and I find that the Tenant had ample notice of the proceedings, including sufficient time to prepare, contact tenant duty counsel to seek advice, or to reach out to the Board about how to upload documentation. I delivered my decision orally at the hearing and proceeded to hear the merits of the application that the matter would be proceeding.
5. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to May 13, 2026, are \$7,050.00
6. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,100.00 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.
8. Interest on the rent deposit, in the amount of \$179.37 is owing to the Tenant for the period from November 14, 2022 to May 13, 2026.
9. The Landlord sought a voidable standard 11-day termination of the tenancy.
10. The Tenant would not provide any submissions in relation to why the eviction should be delayed as she continued to indicate the tenant duty counsel was not present to assist her and she was not prepared. The Tenant failed to offer a payment plan when canvassed with her.
11. I am not satisfied it is appropriate to order any relief from eviction including a payment plan, as the Tenant did not provide sufficient information to warrant relief. If the tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**

- \$11,452.15 if the payment is made on or before July 11, 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 11, 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 11, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,972.78. 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 \$69.04 per day for the use of the unit starting May 14, 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 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 11, 2026, then starting July 12, 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 12, 2026.

June 30, 2026
Date Issued

Samantha Greaves
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 12, 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 11, 2026

Rent Owing To July 13, 2026	\$11,250.00
Application Filing Fee	\$202.15
Total the Tenant must pay to continue the tenancy	\$11,452.15

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

Rent Owing To Hearing Date	\$7,050.00
Application Filing Fee	\$202.15
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$179.37
Total amount owing to the Landlord	\$4,972.78
Plus daily compensation owing for each day of occupation starting May 14, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	