



Order under Section 69 Residential Tenancies Act, 2006

Citation: Joo v Chen, 2026 ONLTB 50460

Date: 2026-06-29

File Number: LTB-L-069481-25

In the matter of: 5614, 386 YONGE ST
TORONTO ON M5B0A5

Between: Sook-Hee Joo Landlord

And

Li Chen Tenant

Sook-Hee Joo (the 'Landlord') applied for an order to terminate the tenancy and evict Li Chen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 24, 2026.

The Landlord, the Landlord's Agent Annie Joo, and the Tenant's Legal Representative, Ming Xu 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 \$2,445.00. It is due on the 1st day of each month. The Tenant's Legal Representative submitted there was an illegal rent increase in 2022, and that the alleged lawful rent was illegal by consequence. Upon Board questioning, the Tenant's Legal Representative and the Landlord submitted that rent was paid for over 12 months, after the alleged illegal rent increase, which pursuant to section 136 of the Act made any alleged illegal rent increase in 2022 deemed lawful rent. The Landlord submitted there was never any illegal rent increases, and given this was just brought to the Board's attention at the hearing, she was not prepared to supply her documentary evidence, in any event the Tenant also did not provide any documentary evidence of her allegation, and from the oral testimony and submissions provided I prefer the Landlord's position on a balance of probabilities to that of the Tenant's and hence lawful rent is \$2,445.00.

4. Based on the Monthly rent, the daily rent/compensation is \$80.38. This amount is calculated as follows: \$2,445.00 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 \$31,348.00.
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 \$2,386.00 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. Interest on the rent deposit, in the amount of \$151.56 is owing to the Tenant for the period from November 2, 2023 to June 24, 2026.
10. 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.
11. The Landlord's Agent submitted that the Landlord had attempted to work out a payment plan to no avail, since the application was filed. Moreover, based on the Tenant's Legal Representative's lack of submissions on the Tenant's financial circumstances, I am not satisfied that a payment plan would be appropriate because the tenancy does not appear to be viable given the quantum of arrears.
12. The Tenant's Legal Representative further requested an extended eviction to the end of July 2026, which would allow the Tenant time to secure alternative housing or to secure income/funds to pay the arrears owing.
13. The Landlord's Agent submitted that given the nature of the arrears, the history of non-payment of rent from the Tenant and the financial prejudice to the Landlord to meet the financial obligations of the rental unit, the Landlord was seeking a standard eviction order.
14. With respect to the Tenant's request for an extended eviction, I find the Tenant's inability to pay rent would result in further prejudice to the Landlord and given the 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.
15. 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 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:

- \$31,534.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$33,979.00 if the payment is made on or before July 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$28,480.56. 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 \$80.38 per day for the use of the unit starting June 25, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 11, 2026.

June 29, 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 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 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	\$31,348.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$31,534.00

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

Rent Owing To July 31, 2026	\$33,793.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$33,979.00

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

Rent Owing To Hearing Date	\$30,832.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,386.00
Less the amount of the interest on the last month's rent deposit	- \$151.56
Total amount owing to the Landlord	\$28,480.56
Plus daily compensation owing for each day of occupation starting June 25, 2026	\$80.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	