



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026864-26

In the matter of: Upper-Level Unit - 283 Gershwin Pvt
Nepean ON K2H1G5

Between: Bing Ji Landlord

And

Holly Lynne Savoy Tenant

Bing Ji (the 'Landlord') applied for an order to terminate the tenancy and evict Holly Lynne Savoy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord, the Landlord's Agent, Peter Casey, and the Tenant attended the hearing.

The Tenant spoke with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Address of the Rental Unit

1. The parties agreed to amend the address of the rental unit as being reflected as the *Upper-Level Unit - 283 Gershwin Pvt Nepean ON K2H1G5*. The style-of-cause was amended accordingly.

N4 Notice of Termination

2. The Landlord testified that they served the Tenant with an N4 Notice of Termination with a termination date of March 19, 2026 (hereafter referred to as the 'N4 Notice') on March 4, 2026, by placing the N4 Notice in the Tenant's mailbox, which equated to the place where the Tenant's mail is normally delivered.
3. The Landlord stated that they advised the Tenant that they had served them with the N4 Notice on March 4, 2026, as it appears from a copy of the text message sent by the Landlord to the tenant on March 4, 2026, at 10:05pm (DOC-7985783, page 6 of 8; Exhibit 1).
4. The Tenant agreed that the Landlord had sent them a text message on March 4, 2026, at 10:05pm (Exhibit 1), and did not dispute the authenticity of the message.

5. While the Tenant stated that they did not recall seeing the N4 Notice and referenced that other individuals, such as the Landlord have a key to their mailbox, they led no evidence with respect to having difficulties or encountering issues in receiving their mail.
6. The Tenant indicated that they had not followed up with the Landlord in regard to the text message received on March 4, 2026 (Exhibit 1).
7. On the basis of the evidence and submissions before me, I am satisfied that the Landlord served the Tenant with the N4 Notice on March 4, 2026, by placing it in the Tenant's mailbox. Indeed, the Landlord's testimony was consistent and credible and corroborated by contemporaneous documentary evidence which reflected the date, time and method of service (Exhibit 1).
8. I did not find the Tenant's testimony with respect to "never seeing" the N4 Notice as being credible. The Tenant did not have any issues accessing their mail and ought to have taken reasonable steps to check their mail on a regular basis, especially after receiving the message from the Landlord on March 4, 2026 (Exhibit 1).
9. Although the N4 Notice only reflects the address of the rental unit as being 283 Gershwin Private Nepean ON K2H1G5, the Tenant stated during the hearing that they understood that the arrears of rent being claimed by the Landlord pertained to their tenancy and recognized that they had accumulated the arrears reflected on the N4 Notice.
10. Pursuant to subsection 212(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I therefore find that the absence of the mention of the "Upper-level unit" on the N4 Notice does not represent a significant participatory prejudice to the Tenant in their ability to participate in the hearing.
11. Accordingly, on the basis of the evidence and submissions before me, I find that the Landlord served the Tenant with a valid 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.

Arrears of Rent

12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The parties agreed that the lawful rent is \$2,300.00. It is due on the first (1st) day of each month.
14. Based on the monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
15. The parties agreed that the Tenant has paid \$2,300.00 to the Landlord since the application was filed.
16. The rent arrears owing to June 30, 2026, are \$8,750.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlord collected a rent deposit of \$2,250.00 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.
19. Interest on the rent deposit, in the amount of \$147.58 is owing to the Tenant for the period from September 7, 2023, to June 4, 2026.

Relief from Eviction

20. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord relies on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord.
21. The Landlord has attempted to enter into an agreement with the Tenant with respect to terms of payment for the Tenant's arrears, but the Tenant did not abide by the agreed upon payment schedule, as it appears from a copy of the text message exchange between the Tenant and the Landlord on October 16, 2025 (DOC-7985783, page 2 of 8; Exhibit 2).
22. The Tenant testified that they moved into the rental unit during the month of October 2023.
23. The Tenant stated that they encountered financial difficulties after providing financial assistance to one of their children (who had moved out of the rental unit during the month of September 2025 to go to college), and erroneously sending a payment to another individual during the month of October 2025, for which they have not been able to reclaim the amount.
24. The Tenant estimates their current monthly household income to be \$4,244.00, which includes contributions in the amount of \$600.00 from one of their children who currently still resides with them, but is intent to moving to Montreal as of August 1, 2026. If they proceed in moving out, the Tenant is unsure if they will continue to receive their contributions of \$600.00 per month.
25. The Tenant estimates their monthly expenses to be around \$4,760.00. They also have additional debts of around \$8,900.00.
26. The Tenant seeks to continue the tenancy and proposed to enter into a payment plan through which they would pay the Landlord the amount of \$1,500.00 on the fifteenth of each month, and \$1,500.00 on the last day of each month, until the arrears are paid in full. The total amount of \$3,000.00 represents the lawful monthly rent (\$2,300.00), along with the amount of \$700.00 towards the arrears of rent.
27. The Tenant has started looking for alternate housing accommodations. Alternatively, they are seeking to postpone the eviction by two (2) months to secure alternate accommodations.
28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant (Exhibit 2), along with the length of the tenancy, and the Tenant's payment history since the filing of the application, and find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.

29. Although the Tenant proposed to enter into an extended repayment plan to pay the arrears of rent and continue the tenancy, the Tenant did not provide any documents, such as bank statements or pay stubs, to substantiate their income and financial means.
30. As the Tenant limited these particular submissions to general statements that were not corroborated by any supporting evidence or details and considering that the arrears of rent have more than doubled since the filing of the application, I am not satisfied that the Tenant has the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenant's other financial obligations and commitments and the fact that the Tenant would be unable to pay their lawful monthly rent in full and on time, and that their proposal would lead to their expenses outweighing their already uncertain income.
31. Since it appears that Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given the increasing amount of the rent arrears, I do not find it appropriate to postpone the eviction beyond July 31, 2026.
32. Indeed, the Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.
33. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations for themselves and their family.
34. The prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension, which they were amenable to, is not prolonged.

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:**
 - \$8,936.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,236.00 if the payment is made on or before July 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,540.90. 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 \$75.62 per day for the use of the unit starting June 5, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

June 30, 2026
Date Issued

Alexandre Traboulsi
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 February 1, 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	\$11,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,300.00
Total the Tenant must pay to continue the tenancy	\$8,936.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$13,350.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,300.00
Total the Tenant must pay to continue the tenancy	\$11,236.00

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

Rent Owing To Hearing Date	\$9,052.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,300.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$147.58
Total amount owing to the Landlord	\$4,540.90
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	