



Order under Section 69 Residential Tenancies Act, 2006

Citation: Xiaoqi Hu c/o MARDA Management Inc. v Mrga, 2026 ONLTB 46984

Date: 2026-06-30

File Number: LTB-L-028185-26

In the matter of: 3025 KENILWORTH DR
WINDSOR ON N9E4M1

Between: Xiaoqi Hu c/o Marda Management Inc. Landlord

And

Dan Mrga Tenant

Xiaoqi Hu c/o Marda Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Dan Mrga (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's Representative, Kira Passell, and the Tenant, Dan Mrga, 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$9,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Tenant has repeatedly failed to follow through with promises to make payments. The Landlord submits that the tenancy is not sustainable, and this is not a long-standing tenancy having commenced in October, 2025. The Landlord is an individual person who is left to support the expenses of the property on their own when the rent is not paid.
10. The Tenant submitted that they could pay off the rent arrears but required some time to do so. The Tenant states he has applied for emergency funding but it will take 6-8 weeks for him to receive an answer on that funding. The Tenant testified that he will start a new job in July on a full time basis at a gym, but has been working now as an independent personal trainer.
11. The Tenant states that the arrears were caused due to personal circumstances related to a separation and job loss, and medical circumstances a few years prior that drained the Tenant's savings, but that things are now back on track. The Tenant acknowledged he had made promises to pay funds, but states he did not do so as money he was supposed to receive fell through.
12. The Tenant testified he will be able to pay July's rent on time, and could pay a few hundred dollars on top towards the arrears because of the money he has been receiving from his independent personal training.
13. The Tenant's two children, ages 6 and 11, live with the Tenant more than half of the week and the rental unit is the children's primary home.
14. The Tenant also testified that in a worst-case scenario he could get a loan from his father to pay off the rent arrears.
15. 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 Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until July 15, 2026 pursuant to subsection 83(1)(b) of the Act.
16. This postponement of approximately one month was announced in the hearing in order to give the Tenant a full opportunity to take advantage of this delay. I find that this short delay is not unfair in the circumstances in light of the children living in the rental unit. This delay gives the Tenant an opportunity to pay off the rent arrears and continue the tenancy by obtaining a loan from his father, or through assistance programs, or to otherwise to secure other housing for his family. I find that a further postponement would be unfair to the Landlord in these circumstances given the short-term tenancy, the substantial arrears, and the minimal payments made by the Tenant over the past several months.

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:

- \$9,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,186.00 if the payment is made on or before July 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,090.09. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$82.19 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 16, 2026.

June 30, 2026
Date Issued

Benjamin Seigel
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 16, 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	\$10,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026

Rent Owing to July 31, 2026	\$12,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing to Hearing Date	\$8,404.09
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total amount owing to the Landlord	\$8,090.09
Plus, daily compensation owing for each day of occupation starting June 12, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	