



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-032326-26

In the matter of: UNIT 104, 3688 FERRETTI CRT
INNISFIL ON L9S0N6

Between: Wah Wei (Matthew) Mah Landlord

And

Benjamin Oakes Tenant

Wah Wei (Matthew) Mah (the 'Landlord') applied for an order to terminate the tenancy and evict Benjamin Oakes (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on June 17, 2026.

Only the Landlord's legal representative Yu Tao Li attended the hearing.

As of 2:19 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$5,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$167.67. This amount is calculated as follows: \$5,100.00 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 \$30,260.00.
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 \$4,950.00 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 \$231.97 is owing to the Tenant for the period from June 3, 2024 to June 17, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 7 times in the past 10-month period of June 2025 to March 2026.
11. Based on the uncontested evidence before me, the Tenant has been persistently late in paying the Tenant's rent.
12. Since the application filing, the Tenant has failed to pay rent for the months of April, May and June 2026.
13. The Landlord seeks a standard voidable order for the L1 portion of the application, and payment of rent on time and in full for a 12-month period for the L2 portion of the application, should the Tenant void the L1 application by paying the outstanding balance of the rent arrears.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.
15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

L1 Application – Non-Payment of Rent

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:

- \$30,446.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$35,546.00 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 \$23,084.32. 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 \$167.67 per day for the use of the unit starting June 18, 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.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026 to June 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 30, 2026
Date Issued

Alicia Johnson
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 of the Tenant 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 June 30, 2026

Rent Owing To June 30, 2026	\$30,260.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$30,446.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 11, 2026

Rent Owing To July 31, 2026	\$35,360.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$35,546.00

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

Rent Owing To Hearing Date	\$28,080.29
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$4,950.00
Less the amount of the interest on the last month's rent deposit	- \$231.97
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$23,084.32
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$167.67 (per day)