



August 15, 2025

Landlord and Tenant Board

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

File Numbers: LTB-L-039401-25
LTB-L-039359-25

In the matter of: 426 Limerick St
Churchill ON L0L1K0

Between: Luping Jiang **Landlord**

and

William Davidson **Tenant**

Luping Jiang (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict William Davidson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.[L1 Application]

The Landlord also filed a combined [L2 Application]:

- alleging the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord or another tenant, and;
- requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

These two applications, file numbers noted above, were jointly resolved via video conference on July 28, 2025. Cyra Johnston, Property Manager for the Landlord, and the Tenant were in attendance. The parties decided to participate in Board-facilitated mediation with the assistance of a Dispute Resolution Officer/Hearings Officer.

As a result of the mediation, the parties reached a settlement resolving all of the applications and agreed to a Consent Order. I was satisfied that the parties understood the terms of their consent as set out in the order below.

Agreed facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the full 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. However, the parties agreed to a non-voidable termination date of **July 31, 2025, or sooner**, with enforcement provisions.
3. The lawful rent is \$2,562.50 effective August 1, 2025. Rent is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.25. This amount is calculated as follows: \$2,562.50 x 12, divided by 365 days.
5. The rent arrears owing to July 31, 2025, are **\$9,186.00**, inclusive of \$186.00 incurred for the application filing fee.
6. There is no last month's rent deposit.
7. In consideration of the agreed termination date or sooner, the Landlord waives the total paragraph 5 amount. However, if the Tenant fails to vacate, the Landlord reserves the right to pursue the Tenant in a court of competent jurisdiction collection of all rent arrears.
8. The parties agree that, provided the Tenant vacates by July 31, 2025, all issues raised in both of the Landlord's (L1 and L2) applications are resolved, and no new claims, actions, applications, or suits related to their terminated tenancy will be brought by either party in the future.

On consent of the parties, it is ordered that:

- [1] The tenancy shall terminate on **July 31, 2025**. The Tenant shall remove all personal belongings, leave the premises broom-swept, vacate, and return the keys.
- [2] If the Tenant does not move out of the rental unit and return vacant possession to the Landlord by July 31, 2025, then commencing August 1, 2025, the Tenant shall pay to the Landlord \$84.25 daily compensation for use of the unit each day to the date the Tenant moves out.
- [3] If the unit is not vacated on or before July 31, 2025, then starting August 1, 2025, the Landlord may file this Order with the Court Enforcement Office (Sheriff) so that eviction can be enforced.
- [4] Upon receipt of this Order, the Sheriff is directed to give vacant possession of the unit to the Landlord on or after August 1, 2025.
- [5] The Tenant owes \$9,186.00 for rent arrears up to July 31, 2025, including the application filing fee. However, if the Tenant vacates by July 31, 2025, the Landlord waives the total amount in the L1 Application and all other remedies sought in the L2 Application.

- [6] Pursuant to the consent of the parties, the Landlord's application before the LTB, as well as any related Tenant issues arising from their terminated tenancy, are resolved.

August 15, 2025

DATE Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6



**C. M. Landon, Hearing Officer,
Landlord and Tenant Board**

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, 2026 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.