



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-069845-25

In the matter of: 601, 33 Frederick Todd Way
Toronto ON M4G0C9

Between: Hai Yan Huang
Boulos Alkhoury
Edward Alkhoury Landlord

And

Louisa Abu Nasrieh Tenant

Hai Yan Huang, Boulos Alkhoury and Edward Alkhoury (the 'Landlord') applied for an order to terminate the tenancy and evict Louisa Abu Nasrieh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (*L1 Application*)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because 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.

The Landlord also applied for an order 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. (*L2 Application*)

This application was heard by videoconference on December 15, 2025.

Only the Landlord, Boulos Alkhoury and Hai Yan Huang, attended the hearing.

As of 9:27 a.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

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: $\$2,500.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$15,140.00.
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 \$2,500.00 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 \$58.22 is owing to the Tenant for the period from January 10, 2025 to December 15, 2025.
10. 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 Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

11. The Landlord's L2 application is filed pursuant to an N5 notice of termination given under section 64 of the Act, claiming that the Tenant has failed to pay utility bills as required by the tenancy agreement. The N5 notice was served on August 13, 2025 with a termination date of September 2, 2025.
12. The Tenant did not pay the charges on the N5 notice within the voiding period of August 14, 2025 to August 20, 2025. Therefore, I find that the Tenant did not void the N5 notice.
13. The Landlord presented a copy of a lease agreement for the rental unit. Page 1 of the lease indicates that the Tenant is responsible for electricity and water.
14. The Landlord provided four water and electricity bills from Provident showing that the charges for the rental unit from March 31, 2025 to July 31, 2025 were a total of \$935.53. The Tenant moved into the rental unit on January 11, 2025.
15. While the Landlord submitted that new charges has come due and were owing by the Tenant since the application was filed, I find it inappropriate to consider these new charges as the Landlord did not request an amendment to the application and the Tenant was not provided notice that the Landlord would be seeking these new charges as part of this application. The Landlord is able to file another application for these new charges.
16. Based on the uncontested evidence before me, I find that the Tenant is responsible for unpaid utility charges in the amount of \$935.53 and that the Tenant's non-payment has

substantially interfered with the Landlord's lawful right to have the utilities paid by the Tenant under the tenancy agreement.

17. 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 not be unfair to grant a conditional order as an appropriate alternative to eviction for this application.
18. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. If the Tenant is able to void the L1 portion of this order, I find that the Tenant should be provided an opportunity to preserve the tenancy if they pay the utilities in full and on time. Prejudice to the Landlord is alleviated through the Landlord's ability to apply to terminate the tenancy under section 78 of the Act if the order is breached.

It is ordered that:

L1 Application

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:**
 - \$17,826.00 if the payment is made on or before January 18, 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 January 18, 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 January 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,500.63. 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 \$82.19 per day for the use of the unit starting December 16, 2025 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 January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 January 19, 2026.

L2 Application

10. If the Tenant voids the order for the L1 application, the tenancy between the Landlord and the Tenant continues if the Tenant meets the condition set out below.
11. For a period of one year from the date of this order, the Tenant shall pay the ongoing utility charges in accordance with the terms of the tenancy agreement, within three days of the Landlord providing the Tenant a bill.
12. If the Tenant breach the provisions contained in paragraph 11, the Landlord may apply under section 78 of the *Residential Tenancies Act*, 2006, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make any such application no later than thirty days after any such breach of the provisions contained in paragraph 11 of this order.
13. On or before January 18, 2026, the Tenant shall pay to the Landlord \$935.53, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
14. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Vicky Liu
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 July 19, 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.

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 January 18, 2026

Rent Owing To January 31, 2026	\$17,640.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,826.00

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

Rent Owing To Hearing Date	\$13,872.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$58.22
Total amount owing to the Landlord	\$11,500.63
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	