



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

Citation: Yu v Saunders, 2026 ONLTB 2338

Date: 2026-01-05

File Number: LTB-L-072489-24

In the matter of: 2963 GLOVER LANE
BURLINGTON ON L7M4K6

Between: Yan Lan Yu Landlord

And

Ochea Saunders Tenant

Yan Lan Yu (the 'Landlord') applied for an order to terminate the tenancy and evict Ochea Saunders (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

Yan Lan Yu (the 'Landlord') also applied for an order requiring Ochea Saunders (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.

This application was heard by videoconference on February 20, 2025, and November 19, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

Procedural History

1. The application first proceeded on February 20, 2025. On that date, the Landlord's evidence was completed. The hearing was then adjourned because the Tenant's evidence was not organized in a way that would allow for a fair and efficient hearing. An interim order made the next hearing peremptory on the Tenant, and directed the parties to serve and file organized evidence by April 30, 2025 in accordance with the Board's Practice Direction on Evidence. I remained seized because I had heard all of the Landlord's evidence.

2. The application resumed on November 19, 2025. The Tenant had not complied with the interim order requiring her to organize and re-file her evidence by April 30, 2025, despite the adjournment being made peremptory on her to be ready. I nevertheless heard from both parties and concluded the evidence.

Compensation for unpaid utilities

3. At the hearing on November 19, 2025, the Landlord confirmed that on May 1, 2025 the Tenant sent an e-transfer in the amount of \$1,317.71 and that this payment satisfied the outstanding utilities claimed in the application.
4. In light of this payment, I find that the portion of the application relating to unpaid utilities and out-of-pocket expenses has been resolved and is now moot. No order will be made with respect to utility arrears or related compensation.
5. What remains to be decided is whether the tenancy should be terminated based on the N5 notice of termination for substantial interference, and whether any costs should be ordered.

N5 Notice

6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On August 12, 2024, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (Form N5). The termination date in the notice is September 5, 2024. In summary, the N5 alleges that the Tenant substantially interfered with the Landlord's lawful rights, privileges or interests by failing to pay utility charges she was required to pay under the tenancy agreement, which resulted in significant arrears being transferred to the Landlord's property tax bill and placed the account at risk.
8. The evidence is that the outstanding utility charges were not paid within seven days of service of the N5. The Tenant acknowledged that she did not pay the full arrears during that period. The omission that formed the basis of the N5 therefore was not corrected within the seven-day voiding period set out in subsection 64(3) of the *Residential Tenancies Act, 2006* (the "Act"). The N5 notice of termination was not voided.
9. The Landlord filed copies of utility bills and related correspondence showing that substantial arrears had built up, and that those amounts were ultimately added to her property taxes for the rental property. These documents show a pattern of non-payment or delayed payment for utilities the Tenant had agreed to pay.
10. The Tenant did not seriously dispute that the arrears existed at the time the N5 was issued or that amounts were added to the property taxes. Her evidence focused on why she believed the bills were higher than they should have been. She referred to a leaking toilet and other concerns in the unit which she felt contributed to elevated usage.
11. Under the tenancy agreement, the Tenant is responsible for paying specified utilities directly. When those utility accounts fall into arrears and are transferred to the property tax bill, the Landlord as owner of the property becomes directly liable for those amounts and

faces the risk of tax collection measures if they are not paid. The Landlord testified that she was worried about these consequences and had communicated with the Tenant repeatedly to try to have the arrears addressed.

12. I accept that the Tenant was frustrated by what she considered to be high bills. However, the tenancy agreement placed responsibility for these utilities on her, and the Landlord was entitled to rely on that arrangement. The Tenant's failure to pay the utilities for an extended period, leading to the charges being added to the Landlord's property taxes, interfered in a significant way with the Landlord's lawful rights, privileges and interests in the property.
13. Accordingly, I find that the Landlord has established, on a balance of probabilities, that the Tenant's failure to pay utilities as required amounted to substantial interference with the Landlord's lawful rights, privileges or interests within the meaning of section 64 of the Act. The legal ground for termination is technically made out.
14. At the same time, it is important that the underlying conduct has now been addressed. The Tenant ultimately paid the full amount of the utilities claimed in the application by way of the May 1, 2025 e-transfer, which the Landlord confirmed receiving. There is no evidence of further non-payment or similar conduct after that date, and there is no suggestion that additional amounts have since been added to the Landlord's property taxes. The problem that gave rise to the N5 has been rectified and has not continued.

Relief from eviction

15. Even where a ground for termination has been proven, the Act does not require the Board to evict a tenant. Section 83(1) provides that the Board shall not make an order terminating a tenancy and evicting a tenant unless, having considered all of the circumstances, it would not be unfair to do so. Section 83(1)(a) further provides that the Board may refuse to grant an eviction order even when a ground for termination has been established.
16. In deciding whether it would be unfair to evict the Tenant in this case, I have considered a number of factors. One factor is that this application is based on a single N5 notice and there is no evidence of a prior N5 or a pattern of repeated N5-type conduct. The conduct at issue relates specifically to the period when utilities were in arrears and were ultimately added to the Landlord's property taxes.
17. I have also considered that the Tenant has since paid the utilities that formed the basis of the N5. The arrears were cleared in full by May 1, 2025, several months before the resumed hearing in November 2025, and the Landlord acknowledged that the utility account and related tax amount are now satisfied. This shows that the Tenant has taken steps to address the problem.
18. There is no evidence that the Tenant has continued to fail to pay utilities or that further substantial interference of this kind has occurred since the N5 was served. The prior non-payment was serious and created risk for the Landlord, but the situation has not persisted.
19. I have also considered the Tenant's position at the hearing. When I asked whether she would want a conditional order that would allow the tenancy to continue if certain terms were met, she said she did not consider that fair given that she had paid the utilities in full

and had not had any further issues. She expressed a desire simply to remain in her home without an eviction order being made for past conduct that she believes she has rectified.

20. Balancing all of these circumstances, I find that it would be unfair to terminate the tenancy and evict the Tenant at this time for conduct that, while serious, has been remedied and has not been repeated. The purpose of the N5 regime is to address substantial interference and, in appropriate cases, to bring problematic conduct to an end. Here, the evidence shows that the utilities have been paid, the property tax impact has been reversed, and there is no ongoing pattern of misuse or non-payment.
21. In accordance with subsection 83(1)(a) of the Act, I will therefore grant relief from eviction. The tenancy will continue, even though the ground under section 64 has been technically established.
22. The Landlord incurred a filing fee of \$186.00 to bring this application to the Board. The application was necessary to prompt a resolution of the utilities issue and to address the Tenant's non-payment that had resulted in the charges being added to the property taxes. Although I am granting relief from eviction, I find it appropriate that the Tenant reimburse the Landlord for the cost of filing the application.

It is ordered that:

1. The Landlord's application for eviction is dismissed.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.