



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

**File Number:** LTB-L-076132-25

**In the matter of:** 607, 151 QUEEN ST N  
HAMILTON ON L8R2V7

**Between:** Victoria Park Community Homes Landlord

**And**

Ho Le Tenant  
Jien-Zhong Yeung

Victoria Park Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Ho Le and Jien-Zhong Yeung (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 November 10, 2025.

Only the Landlord agent, Cheryl Lebel, attended the hearing.

As of 1:21 pm, 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 agent advised the LTB that prior to the hearing the Tenant paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending September 30, 2025, and the filing fee.

#### L2 Application – Persistent Late Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy for persistently late payment of rent (N8 Notice). The Landlord served the notice on August 13, 2025 with a termination date of October 31, 2025.

2. The Landlord filed the application with the Board on September 11, 2025.
3. The Landlord claims the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>ST</sup> day of each month. The rent has been paid late six times in six months from March 1, 2025 to August 1, 2025.
4. The Landlord submitted a ledger along with the N8 notice to the Board to support the claims in the notice.
5. The Landlord is seeking eviction and termination of the tenancy.

#### Relief from Eviction

6. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the uncontested evidence and submissions before me I find that the tenancy can be preserved with a 12 month conditional order.
7. The Landlord agent stated the Tenant had discontinued the L1 application as of September 30, 2025.
8. In my view the Tenant's payment of arrears in full is an attempt for the Tenant to adhere to their obligation to pay lawful rent in full to the Landlord.
9. The Landlord agent stated the Tenants do not have young children or other occupants living in the rental unit and do not have any medical issues the Landlord is aware of.
10. The Landlord agent stated the Tenants have been living in the rental unit since November 1, 2009.
11. The Tenant did not attend the hearing to provide submissions of their own to delay or deny the eviction, however I find it reasonable to preserve the tenancy given the Tenants recent discontinuance of the L1 application.
12. 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 relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

L1 Application – Non-Payment of Rent

15. The Landlord's application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued.
16. As a result of this order, no hearing will be held, and the LTB's file will be closed.

L2 Application – Persistent Late Payment of Rent

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the lawful monthly rent to the Landlord in full on or before the first business day of each month commencing February 1, 2026 to January 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

**January 12, 2026**  
**Date Issued**

---

Greg Brocanier  
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.