



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

File Number: LTB-L-078884-25

In the matter of: Main Floor, 3351 Fellmore Drive
Mississauga ON L5C2E1

Between: Tehchao Ma Landlord

And

Norizalma Cunanan Tenants
Hydrogen Palomares

Tehchao Ma (the 'Landlord') applied for an order to terminate the tenancy and evict Norizalma Cunanan and Hydrogen Palomares (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Tehchao Ma (the 'Landlord') also applied for an order requiring Norizalma Cunanan and Hydrogen Palomares (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility (water) costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 17, 2025.

Only the Landlord attended the hearing.

As of 3:00 p.m., the Tenants were 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 reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, an order will issue that the tenancy continues on the condition that the Tenants remove their possessions from the basement and they pay the outstanding amount of water arrears by January 31, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 25, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on August 25, 2025. The notice of termination contains the following allegations: the Tenants were using most of the basement area of the premises for their belongings, contrary to the terms of the lease, which specifies the Tenants are leasing the main floor of the rental address only.
4. The Tenants did not remove their belongs from the basement within seven days after receiving the N5 notice of termination.
5. The Landlord uploaded the page of the tenancy agreement which states that the rental unit for the Tenants is the main floor at 3351 Fellmore Drive. Use of the basement, except for the laundry facilities, is not included in the lease. This is DOC -7007219. The Landlord testified that he made one half of the garage available to the Tenants for storage of their items currently in the basement, but the Tenants had not moved their items from the basement to the garage or anywhere else.
6. Based on the Landlord's evidence, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Compensation for unpaid utilities

7. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$1,596.00 as a result of the Tenants' failure to pay water costs. The original amount claimed in the application was not paid, and the updated amount, evidenced in the documents filed by the Landlord in the portal, is \$1,596.00 for the outstanding water costs. Proof of payment by the Landlord was filed in the portal.

Relief from eviction

9. 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. The Tenants have until January 31, 2026, to remove their possessions from the basement of 3351 Fellmore Drive and to pay the Landlord the amount of the outstanding water costs. If they do not remove the items and make the payment as noted, then the tenancy will be terminated.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. On or before January 31, 2026, the Tenants shall remove all of their possessions from the basement of 3351 Fellmore Drive.

3. The Tenants shall pay the arrears of water bills outstanding in the amount of \$1,596.00 on or before January 31, 2026, which is the amount of reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid water bills.
4. If the Tenants fail to comply with the conditions set out in paragraphs 2 and 3 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 Tenants. 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.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026

Date Issued

Stephanie Ball

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 July 31, 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.