



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

**File Number:** LTB-L-087814-25

**In the matter of:** 1766 KIRKPATRICK WAY  
LONDON ON N6K5A2

**Between:** RUI Wang Landlord  
Cailing Wang

**And**

DEMETRE MARAGOS Tenants  
KONSTANTINO ANG ROBOULIAS

RUI Wang and Cailing Wang (the 'Landlord') applied for an order to terminate the tenancy and evict DEMETRE MARAGOS, KONSTANTINO ANG ROBOULIAS and ANASTASIA ROBOULIAS (AR) (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord and the Tenant DM attended the hearing.

**Determinations:**

*Preliminary Issue: N4 was not properly served*

1. At the outset of the hearing, I raised the issue with the Landlord that he has not submitted his certificate of service for the N4 notice of termination. The Landlord provided conflicting oral testimony regarding how he had personally served the Tenant DM.
2. The Landlord initially testified they served the N4 personal on the Tenant DM on October 1, 2025. They later testified that they served DM personally on October 16, 2025. They were unable to provide a reasonable explanation for their discrepancy.
3. Based on the Landlord's evidence, I was not satisfied that the N4 notice was properly served 14 days prior to the date of termination required by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not provide a certificate of service, and their oral evidence was inconsistent as to when they served the Tenants.
4. After I indicated my finding to the Landlord, they chose to proceed with an application for arrears only.

*Preliminary Issue: Who are the proper respondents?*

5. The Tenant DM testified that AR vacated the rental unit on June 2, 2025, however no notice was provide to the Landlord. This application was filed on October 18, 2025, after AR vacated the unit. I accept DM's evidence that AR vacated the rental unit on June 2, 2025. As a result, I am not satisfied that AR was in possession of the rental unit on the date the application was filed.
6. While the LTB has the jurisdiction to amend an application to order arrears against a tenant or former tenant no longer in a possession of a rental unit, they must be served with notice of the application and hearing: see rule 3.3 of the LTB's *Rules of Procedure*. The Landlord did not have any evidence suggesting that AR was served in accordance tith rule 3.3.
7. It may be that AR remains a tenant and remains jointly liable for the arrears in question: see *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB) at paras 21-23, 64-68. However, because she has not been served with notice of this proceeding, the LTB cannot make an order against her. It might be that DM can recover the arrears from AR in a different forum, however the LTB does not have the jurisdiction to make an order against a tenant or former tenant no longer in possession if they have not been given proper notice of the proceeding.

*L1 Application:*

8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$3,385.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$111.29. This amount is calculated as follows:  $\$3,385.00 \times 12$ , divided by 365 days.
11. The Tenants have paid \$4,838.00 to the Landlord since the application was filed.
12. The rent arrears owing to January 31, 2026 are \$7,026.27.
13. The Tenants disputed the amount of the arrears. DM testified that he had made additional payments through e-transfer. The Landlord disputed this claim. DM did not provide oral evidence of how much he had paid or submit documentary evidence to support his claim that additional payments were made. In the case of *Mauti v. Gibbs*, 2019 ONSC 3355, at paragraph 27, the Divisional Court held that although the burden of proving the grounds for eviction in an arrears application rests with the Landlord, the evidentiary burden of proving that a particular payment was made rests with the Tenant (if the landlord has given evidence denying receipt). Therefore, I find that the Tenant did not establish that the rental arrears claimed are inaccurate or that he made additional payments not already accounted for.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$3,190.00 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.
16. Interest on the rent deposit, in the amount of \$293.76 is owing to the Tenant for the period from March 16, 2022 to January 6, 2026.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$7,212.27. This amount includes rental arrears owing up to January 31, 2026 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

**January 20, 2026**  
**Date Issued**

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Allana McComb  
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.