



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-054999-25

In the matter of: UPPER, 258 PITFIELD RD
Whitby ON M1S1Y7

Between: JULES YINHE ZHAO Landlord

And

TIBOR BALOG Tenant

JULES YINHE ZHAO (the 'Landlord') applied for an order to terminate the tenancy and evict TIBOR BALOG (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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

JULES YINHE ZHAO (the 'Landlord') also applied for an order requiring TIBOR BALOG (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 November 19, 2025.

Only the Landlord and the Landlord's Legal Representative, Naseer Ahmed attended the hearing.

As of 9:21 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 – Non-Payment of Rent

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 \$2,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$17,700.00.
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 \$2,950.00 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 \$57.18 is owing to the Tenant for the period from February 10, 2025 to November 19, 2025.

L2 Application – Substantial Interference with Reasonable Enjoyment

10. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the request to terminate the tenancy is denied. However, the Tenant shall be ordered to pay \$985.54, which represents the out-of-pocket expenses incurred by the Landlord as a result of the Tenant's failure to pay the hydro, gas and water bills.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. On June 13, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on June 13, 2025. The N5 notice of termination alleges that the Tenants, their occupants or their guests have substantially interfered with other residents at the residential complex by parking in other tenants' parking spots, increasing the heat at the residential complex to unreasonable levels, opening other residents' mail, smoking cannabis in the rental unit and causing excessive noise.
13. The Landlord testified that on March 15, 2025, April 23, 2025, May 12, 2025, May 18, 2025, May 26, 2025, May 27, 2025, May 30, 2025, June 1, 2025, June 6, 2025 and June 8, 2025, the Tenant blocked other tenants from parking in the driveway by parking vehicles in spots designated for other tenants.
14. The Landlord also testified that on May 3, 2025, May 9, 2025 and May 27, 2025, the Landlord received complaints of the smell of cannabis emanating from the Tenant's rental unit.
15. The Landlord also testified that on May 3, 2025, May 9, 2025, May 10, 2025 and May 27, 2025, there were complaints from other tenants of excessive noise coming from the Tenant's rental unit.

16. The Landlord testified that on May 14, 2025 and May 15, 2025, the Landlord received complaints that the Tenant had increased the heat, causing discomfort to other residents.
17. The Landlord also testified that on May 19, 2025, the Landlord received complaints from other tenants in the residential complex that the Tenant opened the mail of other residents.
18. Section 64(3) of the *Residential Tenancies Act, 2006* (the 'Act') gives the Tenant an opportunity to void the first N5 notice of termination by stopping the conduct or activity or correcting the omission in the first N5 notice of termination.
19. The Landlord did not provide any evidence to establish that the Tenant did not void the N5. They led no evidence of any further complaints regarding the parking, heat, noise, mail, or cannabis issues during the voiding period between June 14, 2025 and June 21, 2025. In the absence of such evidence, I am satisfied that the Tenant voided the N5 by not engaging in the conduct and activity alleged in the N5 during the voiding period.
20. As a result, this portion of the Landlord's application must be dismissed.

Compensation for Unpaid Utilities

21. The Landlord also sought an order requiring the Tenant to pay \$1,114.65, which represents compensation for the out-of-pocket expenses the Landlord incurred as a result of the Tenant's failure to pay the gas, hydro and water bills that they were responsible for paying under the tenancy agreement.
22. The Landlord testified that as per the lease agreement, the Tenant is responsible for 50% of the costs of electricity, heat and water bill in relation to the residential complex.
23. The Landlord entered into evidence bills from Enbridge, Toronto Hydro and Toronto Water and Solid Waste Management Services for the periods of March 1, 2025 through to June 3, 2025. Based on the uncontested submissions of the Landlord, I find that the Tenant is responsible for 50% of the utilities cost for the electricity heat and water bill in the amount of \$985.54 for the water, hydro and gas bills after deducting the solid waste management charges which are not a utility under the Act.
24. The Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
25. The Landlord has incurred reasonable out-of-pocket expenses of \$1,114.65 as a result of the Tenant's failure to pay heat, electricity and water costs.

Section 83 – Relief from Eviction

26. 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.
27. The arrears of rent are significant, and the Tenant has not made any payments towards the rental arrears since the application was filed. The Tenant was also not present, and I

did not hear evidence from them regarding their circumstances that might warrant relief from eviction.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$23,786.00 if the payment is made on or before January 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,771.63. 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 \$96.99 per day for the use of the unit starting November 20, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 27, 2026, then starting January 28, 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 28, 2026.

L2 Application – Substantial Interference with Reasonable Enjoyment

1. The Tenant shall pay to the Landlord \$985.54, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

2. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Christopher Lin
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 28, 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 27, 2026

Rent Owing To January 31, 2026	\$23,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,786.00

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

Rent Owing To Hearing Date	\$16,592.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$57.18
Total amount owing to the Landlord	\$13,771.63
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$96.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	