



Order under Section 69 Residential Tenancies Act, 2006

Citation: Peng v Kantomaa, 2026 ONLTB 7822

Date: 2026-01-29

File Number: LTB-L-089617-25

In the matter of: 83 Tango Cres
Newmarket ON L3X0K4

Between: Shulan Peng Landlord

And

Jonas Samuel Kantomaa Tenant

Shulan Peng (the 'Landlord') applied for an order to terminate the tenancy and evict Jonas Samuel Kantomaa (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (**L1 Application**);

The Landlord also applied for an order to terminate the tenancy and evict 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;
- the Tenant has been persistently late in paying the Tenant's rent;
- The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

(L2 Application).

The Landlord also applied for an order requiring 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 January 20, 2026.

Only the Landlord's representative Yun Tao Li attended the hearing.

As of 10:01 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 \$4,300.00. It is due on the 16th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$141.37. This amount is calculated as follows: \$4,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 15, 2026 are \$17,200.00.
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 \$4,300.00 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 \$146.59 is owing to the Tenant for the period from August 16, 2024 to January 20, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 16th day of each month. The rent has been paid late and not in full 10 times in the past 10 months. The evidence at the hearing was that the Tenant did not pay April, 2024, paid May on May 23, paid June on July 7, did not pay July rent, paid August in three parts throughout September, did not pay September rent, paid October not in full and in two parts through October.
11. Since the application was filed the Tenant has paid no rent, either on time or in full.

L2 Application – Unpaid Utilities

12. On October 6, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served October 7, 2025 which alleges the Tenant failed to pay utilities. However, the notice fails to make clear to the Tenant what utility they failed to pay. I find therefore that the N5 notice is invalid for insufficient reasons and details as required by the Act and pursuant to the determination by the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (Div. Ct.).

13. However the Landlord sought monetary compensation for the unpaid utilities and provided receipts showing the amount charged to the Landlord's tax bill.
14. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement in the amount of \$607.32 from March 2025 through September 2025.

Relief from Eviction

15. Regarding the L1 Application, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend to give evidence of their circumstances.
16. However, regarding the L2 Application, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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. Although the Tenant did not attend, the Landlord requested that the Tenant be given a pay on time order, subject to section 78 of the Act, if the Tenant voids the L1 order. I find that would not be unfair in the circumstances.

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:**
 - \$17,386.00 if the payment is made on or before February 9, 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 February 9, 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 February 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,346.26. 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 \$141.37 per day for the use of the unit starting January 21, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 6 above on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 February 10, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph 2 above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period February 16, 2026 to and including January 16, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

L2 Application – Unpaid Utilities

13. The Tenant shall also pay to the Landlord \$607.32 for unpaid water utilities.
14. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 13 above on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Julie Broderick
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 August 10, 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 RENTCALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 15, 2026	\$21,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17,386.00

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

Rent Owing To Hearing Date	\$17,906.85
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$4,300.00
Less the amount of the interest on the last month's rent deposit	- \$146.59
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$9,346.26
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$141.37 (per day)
Plus Unpaid Water Utility Costs	\$607.32