



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-089681-25

In the matter of: 41 TRAIL RIDGE LANE
MARKHAM ON L6C2B8

Between: Jing Han Zhao Landlord

And

Yiu Lun Chung Tenants
Haixiang Chen
Woon Chun Chen
Nga Yan Chung

Jing Han Zhao (the 'Landlord') applied for an order to terminate the tenancy and evict Yiu Lun Chung, Haixiang Chen, Woon Chun Chen and Nga Yan Chung (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Jing Han Zhao (the 'Landlord') also applied for an order requiring Yiu Lun Chung, Haixiang Chen, Woon Chun Chen and Nga Yan Chung (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Yan Qi attended the hearing.

As of 11:16 am, 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 adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue- Certificate of Service

1. The Landlord's Certificate of Service did not have a method of delivery checked off. The Landlord's Legal Representative testified this was an omission and testified that it was delivered by handing to the Tenants in person.
2. I am satisfied that proper notice was given to the Tenants and that they have received the notice of terminations.

Preliminary Issue- N5 Notice

3. The Landlord's Legal Representative requested the Board order the Tenants to pay the unpaid utility charges pursuant to the L2 application, filed under section 69 of the Act. However, section 69 of the Act only permits the Board to issue eviction orders and does not give the Board the authority to also award unpaid utility charges.
4. I explained to the Landlord's Legal Representative that I could not issue such order, and the utility amount would be ordered under section 88, however did not have a termination attached to it.
5. She requested to withdraw the N5 portion of the application.
6. I consented to the request.

Amending the Application:

7. The Landlord's Legal Representative requested to amend the monetary portion of the application from Reason 5 for substantial interference to Reason 3 for unpaid utilities. The description on the application for Reason 5 is clear that the monetary amount the Landlord is claiming is for unpaid water charges.
8. I granted the Landlords request to amend the application as there is no prejudice to the Tenants in doing so.

Determinations:

9. 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.
10. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

11. On October 14, 2025, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges the Tenants have been persistently late in paying the Tenants rent.

12. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. At the time of service of N8 notice the Tenants have paid the rent late 9 out of 10 times for the period of January 1, 2025, to October 1, 2025.
13. Since the L2 application was filed, the Tenants have failed to pay their rent on time each month.
14. I accept the uncontested testimony and evidence of the Landlord's Legal Representative, and I am satisfied, on a balance of probabilities, that the Tenants have persistently failed to pay the rent on the date it was due.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utilities

16. The Board gained the jurisdiction to order a tenant to pay unpaid utilities effective September 1, 2021, when section 88.2 of the Act came into force:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and

b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c.16, Sched. 4, s. 20.

Application under subs. (1)

2) An application under subsection (1) may be made,

a) while the tenant is in possession of the rental unit; or

b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit. 2020, c. 16, Sched. 4, s. 20.

Same

(3) If the Board makes an order requiring payment under subsection (1) and for the termination of the tenancy, the Board shall set off against the amount required to be paid by the tenant the amount of any rent deposit or interest on a rent deposit that would be owing to the tenant on termination. 2020, c. 16, Sched. 4, s. 20.

Compensation for failure to pay utility costs

(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement. 2020, c. 16, Sched. 4, s. 20.

17. The Landlord's Representative submitted the Tenants have not paid the utilities being water that were required to be paid as per the lease agreement. She provided a signed copy of a lease agreement that states the Tenants are responsible for water charges and will set up the account in their name. DOC 7196701.
18. She testified the Tenants pay the utility company directly. The Landlord was notified of the outstanding charges and has paid the full amount owing.
19. She provided an email from the property tax department showing the unpaid water utility amounts and the breakdown of charges. The total amount is \$2,639.30. DOC 7146769.
20. The Landlord is seeking a total of \$2,639,30 in unpaid utilities and requested giving the Tenants 30 days to pay the outstanding amount.
21. Based on all of the evidence before me, I am satisfied on the balance of probabilities that the Tenants failed to pay the utility costs they were required to pay and this portion of the Landlord's application should be granted.

Relief from eviction

22. 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 as long as the Tenants satisfy the conditions below.
23. The Landlord's Legal Representative was not aware of any personal circumstances of the Tenants.
24. She is requesting a conditional pay on time order.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. The Tenants shall pay their lawful monthly rent to the Landlord in full and on time on or before the 1st day each and every month for the twelve (12) consecutive months commencing February 1, 2026 through to and including January 1, 2027.

3. If the Tenants fail 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 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 Tenants.
4. The Tenants shall pay to the Landlord \$2,639.30, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants owes is \$2,825.30.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 27, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Trish Carson
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.