



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

File Number: LTB-L-089879-25

In the matter of: 30 BALEBERRY CRES
EAST GWILLIMBURY ON L9N0P2

Between: Sheng Jing Chen Landlord
Guang Min Dai

And

Aleksandar Peric Tenant
Barbara Nagy

Sheng Jing Chen and Guang Min Dai (the 'Landlord') applied for an order to terminate the tenancy and evict Aleksandar Peric and Barbara Nagy (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Sheng Jing Chen and Guang Min Dai (the 'Landlord') also applied for an order requiring Aleksandar Peric and Barbara Nagy (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 12, 2026.

The Landlord, the Landlord's Legal Representative, Ling Xi, and the Tenant attended the hearing.

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, the tenancy is terminated as of February 28, 2026 and the Tenant shall pay to the Landlord \$5,692.42.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On October 10, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant substantially interfered with the reasonable enjoyment of the Landlord by not paying their water bills on November 5, 2024, June 4, 2025, July 23, 2025, and October 6, 2025 resulting in unpaid costs of \$1,572.64.
4. The Tenant acknowledged that they have not paid the water costs for their unit and they did not dispute the amount claimed by the Landlord. The Tenant further testified that they had not paid the water bills within 7 days of the N5 notice being served.
5. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination as they did not pay the outstanding water bill. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of the *Residential Tenancies Act, 2006 (Act)*.

Daily Compensation, Rent Deposit, Costs:

6. The Tenant was required to pay the Landlord \$7,042.14 in daily compensation for use and occupation of the rental unit for the period from November 11, 2025 to January 12, 2026.
7. Based on the monthly rent, the daily compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$280.58 is owing to the Tenant for the period from November 13, 2021 to January 12, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for Utilities:

11. The Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement.
12. The Landlord has incurred reasonable out-of-pocket expenses of \$1,844.86 as a result of the Tenant's failure to pay the water costs from November 5, 2024 to January 5, 2026.

Section 83 Considerations:

13. The Tenant AP testified that he is self-employed and he was not getting work so he fell behind on his utilities as he prioritized paying rent. AP further testified that his total income is \$5,150.00, including the child tax benefit. AP testified they want to move out as soon as possible, however he does not think it is possible prior to the end of March 2026, and during this time he could not afford to pay anything toward the utility costs owing. The

Tenant currently pays \$1,400.00 per month towards rent arrears, on top of the rent which is \$3,400.00. AP testified he did not think the tenancy was viable.

14. AP testified they have lived in the rental unit for 4 years and he has a 6-year-old daughter that lives in the home.
15. Tenant BN testified that when she had ended her relationship with AP, AP stopped working for 8 months and she covered the bills, however, she was not aware that AP was not paying the water bill as it was only in his name. BN testified that she still owns the construction business with AP and they have jobs happening in February and they would be able to pay off all of the water arrears by March 2026. No documentary evidence was submitted to support these claims.
16. The Landlord was seeking a standard 11-day eviction order. The Landlord testified that the Tenant owes approximately \$17,000.00 in arrears on top of the water costs owing, and this has caused financial hardship.
17. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
18. I accept the AP's evidence that an eviction will have an impact on his daughter, however, I also accept AP's evidence that this is not a viable tenancy as he cannot make any payments toward the water costs owing. I find that a short delay in eviction would not be unfair to allow the Tenant time to find alternative accommodation. However, given the amount of the water costs and that the Tenant has stated they cannot make any payments, I find that a longer delay would not be fair.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$7,042.14, which represents compensation for the use of the unit from November 11, 2025 to January 12, 2026.
5. The Tenant shall also pay the Landlord compensation of \$111.78 per day for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,844.86, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

8. The Landlord owes \$3,380.58 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$5,692.42.
10. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Allana McComb

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 September 1, 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.