



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

File Number: LTB-L-089859-25

In the matter of: 51 FIRWOOD DR
RICHMOND HILL ON L4S2A2

Between: XUAN ZHANG Landlord

And

Khadija Galan Tenant
Hamze Galan
Mohamed Said Zulekha

XUAN ZHANG (the 'Landlord') applied for an order to terminate the tenancy and evict Khadija Galan, Hamze Galan and Mohamed Said Zulekha (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

XUAN ZHANG (the 'Landlord') also applied for an order requiring Khadija Galan, Hamze Galan and Mohamed Said Zulekha (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 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 Tenant shall pay to the Landlord \$410.03.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On October 3, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice alleged that the Tenant had not paid the September 23, 2025 water bill and owed \$874.03.
4. The Tenant acknowledged she owed the water bills and submitted evidence that she paid \$650.00 on October 3, 2025 towards the water bill. That left an outstanding balance of \$224.03 owing, which was subsequently transferred to the Landlord's property taxes.
5. Therefore, 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 entire amount of the water bill. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). I find that the Tenant still owes the Landlord \$224.03, and as a result, the Tenant substantially interfered with the reasonable enjoyment of the Landlord.

Compensation for Unpaid Utilities:

6. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
7. The Landlord has incurred reasonable out-of-pocket expenses of \$224.03 as a result of the Tenant's failure to pay water costs. This is the amount that the Tenant did not pay on October 3, 2025, and was transferred to the Landlord's property taxes.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations:

9. The Tenant KG testified that she works full-time and is a student. KG further testified that 4 individuals live in the home, however her parents do not work as they are elderly. KG testified that it would be difficult to find new accommodation as there have been employment changes within the household and she does not know how long she would need to find a new place to live.
10. KG testified that she was unaware of the portion of water costs owing as she did not know it had transferred to the Landlord's property tax. KG further testified that she has changed the method she receives the water bill from mail to the online portal so she can better keep track of the amounts owing. KG also testified that she could pay the amount owing to the Landlord by January 16, 2026.
11. The Landlord sought a standard 11-day eviction order. The Landlord stated this is an ongoing issue, however the Landlord only included the September 23, 2025 water bill on the N5. I informed the Landlord she could not seek costs for water bills that were not included in the notice of termination or rely on evidence that was uploaded to the portal the day of the hearing.
12. 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 pursuant to subsection 83(1)(a) of the Act.

13. I accept KG's evidence that she can pay off the remaining balance of the water bill and that she has changed the method she is receiving the water bill. The amount owed to the Landlord is not significant, and I do not think it would be fair to order eviction or even conditional eviction based on the Tenant owing \$224.03. In these circumstances, it would not be unfair to issue an order to pay the amount alone along with the Landlord's filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues.
2. The Tenant shall pay to the Landlord \$224.03, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total the Tenant shall pay to the Landlord is \$410.03.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

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.