



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

File Number: LTB-L-091674-25

In the matter of: Main Floor, 3 HURLEY CRES
SCARBOROUGH ON M1P4H2

Between: Margaret Choo Landlord

And

Michael Partridge Tenants
Elizabeth Hobson

Margaret Choo (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Partridge and Elizabeth Hobson (the 'Tenants') because:

- the Tenants has been persistently late in paying the Tenants' rent (N8 notice);
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (N12 notice).

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

Margaret Choo (the 'Landlord') also applied for an order requiring Michael Partridge and Elizabeth Hobson (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' 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 27, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

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

N8 Notice of Termination

2. On October 30, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of December 31, 2025. The N8 notice alleges that from the period from December 1, 2019 to October 31, 2025, the Tenants failed to pay the rent on the day that it

was due sixty-eight (68 months) out of the seventy-one (71) month period in the notice. The N8 notice alleges that for the last twelve months in the notice, all rent payments have been made late.

3. 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. The rent has been paid late 68 times in the past 71 months.
4. Since the application was filed, November 2025 rent was paid late but the Tenants have paid both the December 2025 and January 2026 rent on time.
5. Despite the Tenants paying the last two months rent on time, the Landlord sought a standard 11-day eviction order due to the ongoing persistently late payments.
6. The Tenant, Michael Partridge ("MP"), testified that rent payments were occasionally made late due to a misalignment between his pay periods and the date rent was due. MP further testified that prior to service of the N8 Notice, the Landlord had not treated the late payments as a significant issue, as no previous N8 Notices had been served on the Tenants. However, MP acknowledged that the Landlord had verbally advised him that rent was required to be paid on time.

N12 Notice of Termination

7. On October 30, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of December 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation for their personal use.
8. The Landlord testified that she previously served an N12 Notice on the Tenants on March 23, 2025, with a termination date of July 31, 2025, for the same reason advanced in the current N12 Notice. She stated that she was unaware of any limitation period for filing an application with the Board and was under the impression that the Tenants would vacate in accordance with the earlier notice.
9. The Landlord testified that she currently resides in the basement unit of the residential complex with her mother. She further testified that her niece resides with them three times per week while attending school in the area.
10. The Landlord testified that the basement unit contains only two bedrooms and that she requires possession of the rental unit as she no longer wishes to rent it and intends to occupy the entire house for a period of at least one year.
11. The Landlord further testified that she moved into the basement unit in October 2025 following renovations. She stated that her mother is 93 years old and, aside from attending medical appointments, does not leave the residence due to mobility concerns. The Landlord testified that the basement stairs are steep and difficult to navigate, particularly as her mother uses a walker. She stated that the main level of the house is more accessible and would better accommodate her mother's needs.
12. The Landlord testified that prior to moving into the basement unit, she resided at another property that she owned, which has since been sold.

13. Based on the evidence and submissions before me, and in the absence of any evidence undermining the Landlord's credibility, I am satisfied that the Landlord requires vacant possession of the rental unit for residential occupation and has a genuine intention to occupy the unit for a period of at least one year. I find that the Landlord's intention to relocate to the main level to better accommodate her elderly mother is reasonable in the circumstances. There is no evidence before me to suggest that the Landlord's testimony was not credible.
14. The Landlord testified that Order LTB-L-090123-25 was previously issued and that the presiding Member accounted for the one-month compensation in determining the amount of rent owed. As that Order addresses any arrears of rent owing to the Landlord, as well as any deposit or interest owing on the deposit, this Order will not address those amounts and will consider only the outstanding utility charges claimed.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Unpaid utility bills

16. The Landlord submitted that pursuant to the terms of the tenancy agreement, the Tenants are responsible for sixty-five percent (65%) of the gas and hot water tank rental charges and garbage removal costs, and seventy-five percent (75%) of the hydro charges.
17. MP testified that under the original tenancy agreement, the Tenants were responsible for sixty-five percent (65%) of the hydro costs. He acknowledged that the Tenants agreed to increase their share to seventy-five percent (75%) due to increased consumption associated with a hot tub they had installed in the backyard.
18. The Tenant, Elizabeth Hobson ("EH"), testified that the Tenants agreed to the increased hydro contribution in part to assist the basement tenant. EH submitted that as the basement tenant vacated pursuant to the N12 Notice and the hot tub has not been in use since April 2025, the Tenants should revert to paying the original sixty-five percent (65%) of the hydro costs. EH further submitted that the Landlord's niece and mother now reside in the residential complex.
19. The Landlord did not dispute that the increase to seventy-five percent (75%) was attributable to the reasons provided by the Tenants. In the circumstances, I find it reasonable that the Tenants' responsibility for hydro revert to sixty-five percent (65%) effective July 1, 2025, in accordance with the tenancy agreement, given that the basement tenant vacated and the hot tub is no longer in use.
20. The evidence establishes that the basement tenant vacated on July 1, 2025, and that the hot tub ceased to be in use as of April 2025.
21. The Tenants did not dispute the outstanding utility amounts claimed, with the exception of the additional ten percent (10%) increase in hydro charges applied after the basement tenant vacated.
22. EH testified that the Landlord did not provide copies of the utility bills until January 2023, when the hydro allocation was increased. The Landlord stated that the Tenants had

previously indicated they did not wish to receive copies of the bills. Notwithstanding that assertion, I find that where a landlord seeks reimbursement for utility charges, copies of the bills ought to be provided to the tenants. In the circumstances, and given the delay in disclosure, I find it appropriate that interest not accrue for a delayed period of time.

23. Based on the evidence and submissions of the parties, I find that the Tenants failed to pay the garbage removal costs required under the tenancy agreement for the period October 30, 2018 to September 30, 2025, in the amount of \$2,925.04, and the gas and hot water tank rental charges for the period October 7, 2018 to October 16, 2025, in the amount of \$1,500.47.
24. With respect to hydro, the Landlord claimed \$2,853.10 for the period November 7, 2018 to October 3, 2025. This amount includes \$303.41, representing seventy-five percent (75%) of the hydro charges for July 2025 to September 2025. As set out above, the Tenants' share for that period is properly calculated at sixty-five percent (65%), being \$262.95, resulting in a difference of \$40.46. Accordingly, the total outstanding hydro charges for the period claimed are \$2,812.64.
25. The Landlord's evidence further establishes that since the application was filed, additional utility charges attributable to the Tenants' sixty-five percent (65%) share have accrued to December 2025 in the amounts of \$283.35 for hydro and \$245.69 for gas and hot water tank rental. These amounts remain owing.

Relief from eviction

26. Although the application is also based on an N8 Notice, which may give rise to consideration of a pay-on-time order, an N12 Notice is not voidable where the Landlord establishes a genuine intention to occupy the rental unit for residential purposes for a period of at least one year. As set out above, I am satisfied that the Landlord has established such a genuine intention. Accordingly, I have considered whether it is appropriate in the circumstances to delay the termination of the tenancy.
27. The evidence establishes that the Tenants have resided in the rental unit for approximately eight years. They reside there with their three dogs and their nine-year-old daughter, who attends school in the neighbourhood. MP testified that the Tenants have been searching for alternate accommodation; however, relocating would significantly disrupt their daughter's education. He stated that their daughter is enrolled in an Individual Education Program (IEP) and receives one-on-one educational support, as she is approximately two years behind in her academic development. MP further testified that the Tenants were required to obtain approval for funding for the program and that the support is not transferable to another school.
28. In considering whether to exercise my discretion to delay the eviction, I have weighed the respective prejudice to the parties. The evidence establishes that the Tenants' nine-year-old daughter is enrolled in an Individual Education Program and receives one-on-one support due to being approximately two years behind in her educational development. The uncontested evidence is that the program required specific approval and funding and is not transferable. I am satisfied that requiring the Tenants to vacate prior to the end of the

current school year would result in significant disruption to the child's education and would cause substantial prejudice to her.

29. While I have found that the Landlord has established a genuine intention to occupy the rental unit for residential purposes, the Landlord presently resides in the basement unit of the residential complex. In balancing the hardship to the Tenants' child against the prejudice to the Landlord, I find that the former outweighs the latter in the circumstances. Accordingly, 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenants shall pay to the Landlord the amount of \$7,766.19 which represents unpaid utilities as follows:
 - a) \$1,746.16 for unpaid Gas/Hot Water tank rental for the period claimed in the application and new charges (\$245.69) incurred to the date of the hearing;
 - b) \$3,095.99 for unpaid Hydro charges for the period claimed in the application and new charges (\$283.35) incurred to the date of the hearing; and
 - c) \$2,925.04 for unpaid garbage removal charges for the period claimed in the application and new charges incurred to the date of the hearing
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Christina Philp
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 Tenants expires on December 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.