



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

File Number: LTB-L-105277-25

In the matter of: BASEMENT UNIT, 797 PAM CRES
NEWMARKET ON L3Y5B7

Between: Jingjing Liang Landlord

And

Karen Hart Tenant

Jingjing Liang (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Hart (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 (N5 notice);
- the Tenant has been persistently late in paying the Tenant's rent (N8 notice).

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

Jingjing Liang (the 'Landlord') also applied for an order requiring Karen Hart (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 March 23, 2026.

Only the Landlord's Legal Representative, Yun Tao Li, attended the hearing.

As of 9:38 p.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:

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, and the Tenant must vacate the unit and pay the Landlord the compensation as ordered below.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On November 25, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served November 30, 2025, via mail. The termination date listed on the notice was January 31, 2026, in accordance with the 60-day notice requirement under s. 44(2) of the *Residential Tenancies Act, 2006* ('Act'). The notice of termination sets out rent payment details for the 21-month period from March 1, 2024 to November 1, 2025. During that time, the Tenant paid the rent in full late for 10 months, partially paid the rent late for 10 months, and did not pay the rent for one month.
4. After the N8 notice was served, the Tenant did not pay the rent for the subsequent months.
5. Having considered the uncontested evidence before me, I am satisfied that the Landlord has proven on the balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month, and it was not paid on time once in the 21 months set out in the N8 notice. There is also no evidence to suggest any confusion regarding when the lawful rent is due or if the Landlord is complacent with late payments.
6. 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 was also not present at the hearing, though properly served with a notice of hearing, to provide any submissions for why or how the tenancy should be preserved.

N5 Notice of Termination:

7. On November 25, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on November 30, 2025, via mail. The notice of termination lists a termination date of December 24, 2025.
8. As the tenancy is terminated under the N8 notice, the portion of the L2 application seeking termination of the tenancy and consideration of the N5 notice is moot.

Daily Compensation:

9. The Tenant was required to pay the Landlord \$5,120.17 in daily compensation for use and occupation of the rental unit for the period from December 25, 2025 to March 23, 2026.
10. Based on the monthly rent, the daily compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,590.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$168.24 is owing to the Tenant for the period from May 1, 2021 to March 23, 2026.

13. 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 Unpaid Utilities:

14. The Tenant failed to pay heat, electricity, and water costs that they were required to pay under the terms of the tenancy agreement. The Landlord's Legal Representative submitted a copy of the signed lease agreement that states the Landlord is responsible for the utilities (heat, electricity, and water). However, when the Tenant moved into the unit on May 1, 2021, the parties entered into a verbal agreement that the Tenant would be responsible for 40% of the utility bills. The utility accounts were in the Landlord's name, and when a bill would arrive, they would send a picture copy to the Tenant who would then reimburse the Landlord. The Tenant abided by the agreement, paying 40% of the utility bills until October 2024, when she stopped paying completely. Having considered the uncontested evidence and submissions before me, particularly the history of the Tenant's ongoing utility payments until October 2024, I am satisfied on the balance of probabilities that the parties agreed the Tenant is responsible for 40% of the utility costs.
15. The Landlord's Legal Representative submitted thirteen Enbridge invoices for the period from October 3, 2024 to November 3, 2025, totaling \$605.90 for the Tenant's 40% portion.
16. The Landlord's Legal Representative then submitted 13 NT Power invoices for the period from October 1, 2024 to November 1, 2025, totaling \$1,978.91 for the Tenant's 40% portion.
17. The Tenant has not made any payments towards the outstanding utility invoices.
18. Based on the evidence before me, I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$2,584.81 (\$605.90 + \$1,978.91) as a result of the Tenant's failure to pay heat, electricity, and water costs.

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 April 6, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 April 7, 2026.
4. The Tenant shall pay to the Landlord \$5,120.17, which represents compensation for the use of the unit from December 25, 2025 to March 23, 2026.
5. The Tenant shall also pay the Landlord compensation of \$57.53 per day for the use of the unit starting March 24, 2026 until the date the Tenant moves out of the unit.

6. The Tenant shall pay to the Landlord \$2,584.81, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur 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 \$1,758.24 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 \$6,132.74.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Fotoula Hatzantonis
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 October 7, 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.