



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094928-25

In the matter of: 1111 GLENBOURNE DR
OSHAWA ON L1K0B7

Between: Zhen Cui
Xinge Li
Weiming Qiu
Landlords

And

Allan Macisaac
Tenant

Zhen Cui, Xinge Li and Weiming Qiu (the 'Landlords') applied for an order to terminate the tenancy and evict Allan Macisaac (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application)

Zhen Cui, Xinge Li and Weiming Qiu (the 'Landlords') also applied for an order to terminate the tenancy and evict Allan Macisaac (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent; and
- 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 Landlords or another tenant;

Zhen Cui, Xinge Li and Weiming Qiu (the 'Landlords') further applied for an order requiring Allan Macisaac (the 'Tenant') to pay the Landlords' 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. (L2 Application).

This application was heard by videoconference on March 24, 2026.

Only the Landlords' Legal Representative Yun Tao Li attended the hearing.

As of 9:50 a.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 Landlords' evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,300.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: $\$2,300.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlords since the application was filed.
6. The rent arrears owing to April 14, 2026 are \$17,665.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$198.44 is owing to the Tenant for the period from February 14, 2020 to March 24, 2026.

L2 Application

N8 – Persistently Late Payment of Rent

10. On October 20, 2025, the Landlords gave the Tenant an N8 notice of termination which indicated a termination date of January 14, 2026. The notice of termination states that the Tenant has persistently failed to pay rent on the date it was due.
11. By way of background, rent is due on the 15th day of each month in the amount of \$2,300.00.
12. The Tenant has persistently failed to pay the rent on the date it was due. The rent has been paid late or not at all 12 times in the past 13 months between October, 2024 and October, 2025. The Landlords attached a detailed ledger containing the dates rent was paid for each month in this period. At the hearing the Landlords' Legal Representative confirmed the dates of payments and information in the ledger were accurate.
13. The Landlord's Legal Representative also submitted into evidence an updated rental payment ledger for the period of November 2025 to March 2026. The ledger shows the

Tenant has only paid \$500.00 towards rent for November 2025 and that no rent payments have been made by the Tenant for December 2025 to March 2026.

14. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.

N5 – Substantial Interference

15. At the commencement of the hearing the Landlord's Legal Representative advised that the Landlords were no longer proceeding with the component of the L2 application relating to the Landlords' N5 notice of termination related to substantial interference.
16. As such this component of the Landlords' application is withdrawn at the Landlords' request.

Compensation for unpaid utilities

17. The Landlords allege the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
18. The Regional Municipality of Durham issued to the Landlords an invoice for Water and Sanitary Sewer services for the period of March 28, 2025 to June 30, 2025 in the amount of \$1,230.23. The Landlords paid this amount and provided the invoice to the Tenants for reimbursement.
19. As of the date of the hearing the Landlords have not been reimbursed by the Tenant for the payment of the invoice.
20. The Landlords' Legal Representative tendered the tenancy agreement at the hearing of this matter. The tenancy agreement confirms that the Tenant is responsible to pay water costs associated with the rental unit.
21. Section 88.2(1) of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to apply to the Board for an order requiring a tenant or former tenant to pay costs as 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;
22. Based on the uncontested evidence and submissions before the Board, I find that the Landlords have incurred reasonable out-of-pocket expenses of \$1,230.23 as a result of the Tenants' failure to pay water costs, as required by the terms of their tenancy agreement.

Relief from Eviction

23. 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.

24. The Landlords' Legal Representative seeks termination of the tenancy on behalf of the Landlords, due to the arrears owing and seeks a non-voidable order due to the persistently late payment of rent by the Tenant.
25. The Landlords' Legal Representative was not aware of any factors to consider with respect to relief from eviction and the Tenant did not attend the hearing to provide testimony or submissions with respect to their circumstances for consideration by the Board for relief from eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 18, 2026.
2. The Tenant shall pay the Landlords any rent arrears owing up to the date of the hearing, the cost of filing the application and out-of-pocket expenses associated with unpaid utilities. The amount of the rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlords \$15,538.99. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$75.62 per day for the use of the unit starting March 25, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 18, 2026, then starting May 19, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 19, 2026.

May 7, 2026
Date Issued

Sean Ramage
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 November 19, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To March 24, 2026	\$16,621.20
Application Filing Fee	\$186.00
Out-of- Pocket Expenses for unpaid utilities	\$1,230.23
Less the amount the Tenant paid to the Landlord since the application was filed	-\$500.00
Less the amount of the last month's rent deposit	-\$1,800.00
Less the amount of the interest on the last month's rent deposit	-\$198.44
Total amount owing to the Landlord	\$15,538.99
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$75.62 (per day)