



## **Order under Section 69 / 88.1 Residential Tenancies Act, 2006**

**Citation:** Yu v Yeo, 2026 ONLTB 36545

**Date:** 2026-05-13

**File Number:** LTB-L-018285-24

**In the matter of:** 236, 415 JARVIS ST  
TORONTO ON M4Y3C1

**Between:** Hong Yu Landlord

**And**

Desmond Yeo Tenant

Hong Yu (the 'Landlord') applied for an order to terminate the tenancy and evict Desmond Yeo (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 Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 4, 2026. The Landlord and the Tenant attended the hearing.

### **Determinations:**

#### Preliminary Issues – Validity of N5 Notices & Claim for Out-of-pocket Expenses

1. On January 23, 2024, the Landlord gave the Tenant an N5 notice of termination, by hand delivery to an adult in the rental unit (the '1<sup>st</sup> N5 Notice'). In summary, the 1<sup>st</sup> N5 Notice alleged that Enbridge Gas had informed the Tenant of a safety issue with the hot water

heater and requested access to the unit to repair the issue. However, when Enbridge Gas attempted to check and/or repair the hot water heater they were not permitted to on approximately 4 occasions. On January 18, 2024, Enbridge Gas issued a safety violation warning and cut off the gas supply. In addition, it was alleged that the Tenant changed the lock on the entry door to the rental unit without the knowledge or consent of the Landlord.

2. At the hearing, I noted that the 1<sup>st</sup> N5 Notice only selects the reason for ending the tenancy, being reason 1: substantial interference with reasonable enjoyment, and the subsequent boxes were left blank. In this regard, the Landlord was required to make one of two choices with respect to reason 1 which were as follows:
  - i. You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction. You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.
  - ii. I can apply to the Board immediately for an order to evict you. This is your second Notice to End your Tenancy in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.
3. The Landlord admitted that this was a mistake on her part and that she did not check off the appropriate box to indicate the 1<sup>st</sup> N5 Notice was voidable and that the Landlord could apply for eviction if the notice was not voided.
4. Section 43 of the *Residential Tenancies Act, 2006* (the 'Act') sets the basic requirements for a notice of termination. Subsection 43(2) of the Act specifically states that, where a notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant, among other things, that if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant.
5. Subsection 64(1) of the Act is specific to termination for cause for the reason of interference with reasonable enjoyment states and is the section of the Act that allows a landlord to give a first N5 notice of termination. Subsection 64(2) states,
  - (2) A notice of termination under subsection (1) shall,
    - (a) provide a termination date not earlier than the 20th day after the notice is given;
    - (b) set out the grounds for termination; and
    - (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.[emphasis added]
6. As the 1<sup>st</sup> N5 Notice did not comply with section 43 and 64 of the Act as it failed to identify that the notice was voidable and that the Landlord could apply for eviction if the Tenant did

not void the notice within 7 days or vacate by termination date, I determined that the 1<sup>st</sup> N5 Notice was defective.

7. On March 4, 2024, the Landlord gave the Tenant a second N5 notice of termination (the '2<sup>nd</sup> N5 Notice'). However, in order to serve a second N5 notice of termination, pursuant to subsection 68(1) of the Act, the landlord must have given a first N5 notice of termination. As I determined that the 1<sup>st</sup> N5 Notice was defective and, therefore void, the Landlord did not have the grounds to serve the 2<sup>nd</sup> N5 Notice.
8. For these reasons, the portion of the application regarding the N5 notices of termination was dismissed.
9. With respect to the Landlord's claim for out-of-pocket costs of \$100.00, the Landlord chose to withdraw this portion of the application at the hearing and so the claim for out-of-pocket costs was withdrawn.
10. The application proceeded on the remaining issue, being persistent late payment of rent.

#### N8 Notice of Termination

11. On January 23, 2024, the Landlord gave the Tenant an N8 notice of termination, by handing the notice to an adult in the rental unit (the 'N8 Notice'). The N8 Notice alleges that the Tenant failed to pay the rent by the 1<sup>st</sup> day of each month for the months of September, October, November and December 2023 and January 2024.
12. The Tenant did not dispute that rent is due on the 1<sup>st</sup> day of each month and did not dispute the dates of late payment set out in the N8 Notice. Rather the Tenant disputed the N8 Notice for two main reasons. Firstly, the Tenant believed he was allowed to pay the rent late and, secondly, he believed the N8 notice was served in retaliation.

#### *Landlord's Evidence*

13. It was the Landlord's evidence that she has sent many reminders to the Tenant over the course of the tenancy that rent was due on the 1<sup>st</sup> day of the month. The Landlord denied ever agreeing to an arrangement with the Tenant that would allow him to pay rent whenever he was able. The Landlord presented a table that she created as evidence that documented all correspondence she had with the Tenant regarding the rent from December 20, 2021 to February 6, 2026. In the table, there were 36 entries, which entries recorded communication by email, text and WhatsApp. It also included when the Tenant was served with notices of termination for non-payment of rent and persistent late payment of rent.
14. The Landlord testified that the Tenant continued to pay the rent late after the N8 Notice was served. In this regard, she presented a table with a history of the Tenant's payments, which was created based on her bank statements as the Tenant pays the rent by e-transfer. According to the table, the Tenant has only paid the rent on time 5 times since February 2024 to the date of the hearing.
15. The Landlord denied that she gave the N8 Notice in retaliation and stated that all repair issues had been addressed and fixed in a timely manner and that there were no

outstanding maintenance issues that she was aware of as of the date of the hearing. In support of her evidence, she presented a table that she had created that listed all maintenance requests she had received from the Tenant and her responses for the period of December 22, 2021 to January 15, 2026. According to the Landlord's table, the only issue that occurred around the time the N8 Notice was served was an issue with the gas. Specifically, the table notes that on January 19, 2024 the gas was shut off and the Landlord cleared the issue and had the gas service restored.

### *Tenant's Evidence*

16. The Tenant has lived in the rental unit since December 2021 and lives there alone. It was his evidence that he thought that the Landlord was fine with him paying the rent late as he had essentially done so since he moved in. The Tenant presented some text message correspondence between himself and the Landlord to support his testimony. The first three sets of messages, dated April 1, 2022, June 1, 2022 and August 1, 2022 were messages wherein the Landlord asks him to pay the rent. The last two sets of messages dated June 15, 2023 and July 17, 2023 were messages where the Tenant is explaining why his rent is late and the Landlord responds by saying 'no worries'. The Tenant stated that these were the only messages he had about the rent and he denied being sent all the correspondence recorded in the Landlord's table that she presented as evidence.
17. In essence, the Tenant's evidence was that he was not aware that the Landlord felt so strongly about being paid on time and felt that, because she didn't really enforce it much that she had acquiesced or agreed to accept the rent late. However, the Tenant admitted that there was no express agreement or statement from the Landlord that he could pay the rent late. When asked why he continued to pay the rent late after receiving notice from the Landlord, being a clear indication that she was not agreeable to late payment, the Tenant stated that his payment history has improved and that he has on many occasions only been a day or two late.
18. The Tenant believed that the N8 Notice was not a valid notice of termination and that ought to be dismissed because, in his view, it was given in retaliation for raising maintenance issues, the gas being cut off and because he would not agree to an illegal rent increase.
19. It was not disputed that a safety violation was issued by Enbridge gas on January 18, 2024 and that the gas was shut off. The Tenant notified the Landlord of the notice of violation by email on January 19, 2024 and asked for her assistance in addressing the issue as he was in Singapore at the time. The Landlord addressed the issue and had the gas service returned on January 23, 2024. On this same date, the Landlord served the 1<sup>st</sup> N5 Notice and the N8 Notice. Given the timing, the Tenant believed that the notices were given in retaliation for reporting the notice of violation to the Landlord and urging the Landlord to address the issue.
20. During his testimony, the Tenant accused the Landlord of having his name taken off the Enbridge gas account and falsely telling Enbridge that he had moved out on January 18, 2024. The Tenant relied on a bill dated March 28, 2024 as evidence. However, the service address for the bill was not the rental unit. The Tenant also relied on a very narrow screen shot of part of an untitled document that he testified was Enbridge account records. One of

the highlighted entries says the call center received a call on January 24, 2024 and, under the details section states 'you are moving out of 415 Jarvis Street, unit 236, Toronto, Ontario M4Y 3C1 on January 18, 2024.

21. The Tenant also believed that the notices of termination were served because he would not agree to an illegal rent increase. In this regard, he tendered an email that he received from the Landlord, dated March 5, 2024, wherein she lists conditions for the tenancy continuing, one of them being that the Tenant agreed to increase the rent to \$2,850.00, which represented more than a 2.5% rent increase.
22. The Tenant stated that there were other maintenance issues that he reported over the years and stated that there were issues with heating, mould in his bedroom and issues with his cabinets.

### Analysis

23. Based on the evidence and submissions provided, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month and it was not disputed that the Tenant paid the rent late on the 5 occasions set out in the N8 Notice.
24. Although the Landlord may not have provided every single communication regarding the payment of rent, rent reminders, etc. as set out in the table she presented as evidence, there was text message correspondence evidence presented by the Tenant which showed the Landlord asked him on at least 3 occasions to pay his rent on the first of the month. The other two text messages from 2023, in my view, did not support the Tenant's position that the Landlord agreed to accept the rent late. In this regard, the messages do not appear to be complete as they start off with the Tenant explaining and/or apologizing for the rent not being paid yet. This suggests the previous message that was not disclosed would have been a message from the Landlord asking about the rent. Lastly, the Landlord's responses appear to be polite acknowledgements of the explanations provided by the Tenant as to why the rent was late and nothing more.
25. In addition, to the aforesaid messages, the Landlord gave the Tenant N4 and N8 notices of termination in November 2022.
26. The lease agreement requires the rent to be paid on the 1<sup>st</sup> of each month. This alone should be enough for the Tenant to pay the rent by the 1<sup>st</sup> of each month. The fact that the Landlord did not follow up with the Tenant every month he was late does not, in my view, mean the Landlord agreed to accept the rent late or give the Tenant the right to pay rent on any day that he chooses.
27. Since the N8 Notice was served, the Tenant has continued to be late almost every single month from February 2024 to the date of the hearing.
28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. The Landlord requested daily compensation for each day the Tenant remained in the unit after the termination date in the N8 Notice to the date of the hearing. As the Landlord has

filed an L1 application for non-payment of rent which will overlap with the period of daily compensation requested in this application, no daily compensation shall be ordered.

Relief from eviction

30. The Landlord sought termination of the tenancy as soon as possible. She testified to how frustrating dealing with the persistent late payments has been and how it impacts her ability to pay her mortgage. In this regard, she stated that when the Tenant pays the rent late, that she has to borrow money from friends and family to make her mortgage payments.
31. The Tenant was opposed to eviction and submitted that the Board was required to dismiss the application pursuant to subsections 83(3)(a) and (c).
32. Subsection 83(3)(a) of the Act provides that the Board shall refuse an application for eviction where it is satisfied that the Landlord is in serious breach of their responsibilities under the Act.
33. In order to engage the mandatory refusal of eviction under subsection 83(3)(a), the Landlord must be in serious breach of the Act, and that breach must be continuing at the time of the hearing.
34. Even if the allegations made by the Tenant are true, I am not satisfied that they constitute serious and continuing breaches of the Act. The Tenant acknowledged that he had heat as of the date of the hearing. With respect to the mould, the Tenant believed that he had mould in his room but did not have any testing done to confirm that he, in fact, has mould in his bedroom or that it was causing him health issues. The Tenant did not have an order or other documentation from a municipality or public health authority indicating that the unit is not habitable. The maintenance issues described at the hearing, although arguably breaches of the Act, do not rise to the level of "serious" breaches so as to trigger mandatory refusal of eviction.
35. If the legislature had intended for every breach of the Act to mandatorily disentitle a landlord from evicting a tenant, the word "serious" would not have been used. In other words, to result in mandatory relief from eviction the breach complained of must be sufficiently egregious that refusal of a landlord's basic right to access the eviction process under the Act is a reasonable result. In my view, the breaches complained of here do not rise to that level. These maintenance issues can be properly dealt with in a separate application, which the Tenant is free to file with the Board.
36. Subsection 83(3)(c) provides that the Board shall refuse an application for eviction where the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights.
37. Based on the evidence and submissions provided, I am not satisfied that the reason for the Landlord's eviction application was that the Tenant attempted to secure or enforce his legal rights. In this regard, while I accept that the timing of the 1<sup>st</sup> N5 Notice and the N8 Notice did overlap with the gas issue, this alone does not establish a nexus between the gas issues and the notice of termination or that there was retaliation. Limited evidence was

provided with respect to how the gas issue was discovered or what caused it and there was no evidence presented to suggest that the Landlord blamed the Tenant for the issues with the gas.

38. It is unclear how the Tenant's allegations with respect to having his name removed from the Enbridge account and falsely reporting that he had moved out relate to his claim that the application has been brought out of retaliation. The Landlord denied these allegations and, even if I were to accept them as true, I do not see how they are connected to the notices of termination served or the application for eviction. The issue with the gas being turned off was not related to non-payment of the gas bill so I do not see how the alleged changes to the account are consequential or would form a case for retaliation. Moreover, the service address of the bill provided as evidence was not the rental unit. The Landlord confirmed that the service address was her old address.
39. With respect to the alleged illegal rent increase, the email from the Landlord with the suggested rent increase was received after the N8 Notice had been served. The Tenant also refused the rent increase after the notice was served. In light of this, there was insufficient evidence to suggest that the N8 Notice was given in retaliation for refusing to accept an illegal rent increase.
40. For the reasons provided, I find that I am not required to dismiss the Landlord's application under subsections 83(3)(a) or (c).
41. The Tenant stated that if he were evicted that he would have no place to go and would probably be homeless as he has no friends or family to stay with. The Tenant stated that he would be able to comply with a conditional order to pay the rent in full and on time and gave evidence with respect to his income and monthly expenses. The Tenant also stated that eviction would be detrimental to his employment as he works from home and without a home he cannot work.
42. The Tenant persistently failed to pay the rent when it was due and payable as per the N8 Notice and has continued to pay the rent late since receiving the notice. While I accept that some of those payments were only one or two days late, there were still several months where the Tenant paid the rent many days late. In light of this, I do not find a conditional order to be appropriate in the circumstances.
43. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord who relies on prompt payment of the rent to be able to pay her mortgage each month.
44. That said, I do find it appropriate in the circumstances to postpone eviction until June 30, 2026 as I accept that the Tenant works from home and needs time to find a new place to live so that he can continue to work and support himself. Any prejudice this delay may cause the Landlord is mitigated by the last month's rent deposit held by the Landlord.

**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 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 Tenant shall pay the Landlord \$186.00 for the cost of filing the application on or before June 30, 2026. If the Tenant does not, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

**May 13, 2026**  
**Date Issued**

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Rachel Gibbons  
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 January 1, 2027 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.