



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Siu v Au-Yeung, 2026 ONLTB 37871

Date: 2026-05-11

File Numbers: LTB-L-063073-24
LTB-L-092698-23

In the matter of: 755 CORNELL ROUGE BLVD
MARKHAM ON L6B0K2

Between: Ada Siu Landlords
Gordon Lee

And

Man Wa Ng Tenant

Ada Siu and Gordon Lee (the 'Landlords') applied for an order to terminate the tenancy and evict Man Wa Ng (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent. (LTB-L-063073-24)
- the Landlord believes that the Tenant abandoned the unit;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the unit was made available to the Tenant as a condition of their employment and their employment has ended. (LTB-L-092698-23)

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

The Landlords 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 failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

These applications were heard together by videoconference on November 24, 2025.

The Landlord AS, the Tenant, and the Tenant's representative M. Lee attended the hearing.

Note: Application LTB-L-063073-24 names Schubert Au Yeung as a Tenant. In order LTB-L-092366-23, issued on September 4, 2024, I removed Mr. Au Yeung as a Tenant in all of the Landlords' applications respecting this tenancy.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the claim for out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs. Therefore, The Tenant is ordered to pay the Landlords \$617.96.
2. The Tenant was in possession of the rental unit on the date the application was filed. The Tenant vacated the unit on January 24, 2025.

Notices of termination

3. The Landlord served two N8 notices of termination and one N5 notice of termination. The Tenant vacated the unit in January 2025 and so termination of the tenancy is moot. It is therefore not necessary for me to consider whether the Landlords have established the grounds to terminate the tenancy as alleged in these notices.

Monetary remedy: out-of-pocket expenses for failure to pay cost of utilities

4. Both applications claim 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.
5. The tenancy agreement requires the Tenant to pay the cost of electricity and heat for the rental unit.
6. In application LTB-L-092698-23, filed on December 9, 2023, the Landlords claim \$3,000.00 for bills from Alectra (for electricity) and Enbridge (for heat) dated December 8, 2023, covering the period from January 1, 2023 to December 8, 2023.
7. In application LTB-L-063073-24, filed on August 9, 2024, the Landlords claim the following:
 - \$864.51 for a bill from Alectra dated July 18, 2024 covering the period from December 1, 2023 to August 8, 2024;
 - \$189.00 for a bill from Enbridge dated July 17, 2024 covering the period from December 1, 2023 to August 8, 2024; and
 - \$2,841.71 for bills from Alectra and Enbridge dated November 25, 2023 covering the period from January 1, 2022 to November 30, 2023.
8. The claim for the Alectra and Enbridge bills in application LTB-L-092698-23 overlaps the third claim in application LTB-L-063073-24 and so application LTB-L-092698-23 will be dismissed. The Landlords' claims for utilities costs are fully adjudicated by resolving application LTB-L-063073-24.
9. The Landlord AS testified that the Tenant did not pay anything toward the costs of these utilities during the periods set out in the application or afterwards.
10. The Landlords filed an Alectra bill dated July 25, 2024 in the amount of \$864.51 covering the period from June 19, 2024 to July 18, 2024 [DOC-3904795]. This bill includes a past due amount from a previous bill and also includes a penalty charge in the amount of \$8.34.

The Tenant is not responsible for this penalty and so I find that the Landlords have proven a cost of \$856.17 for this bill.

11. The Landlords filed an Enbridge bill dated July 18, 2024 in the amount of \$189.00 covering the period from July 13, 2024 to July 17, 2024 [DOC-3904856]. The Tenant's representative agreed that the Tenant owes the Landlords \$189.00 for this bill.
12. The Landlords filed an Alectra bill dated November 23, 2023 in the amount of \$128.86 covering the period from October 19, 2023 to November 17, 2023 [DOC-7933948]. The Tenant's representative agreed that the Tenant owes the Landlords \$128.86 for this bill. The Landlords filed no further evidence to support that they incurred utilities costs of \$2,841.71 for electricity and gas for the period from January 1, 2022 to November 30, 2023.
13. Based on the Landlords' evidence, I am satisfied on a balance of probabilities that the Landlords incurred utilities costs in the amount of \$1,174.03. The Landlord AS sought to establish that these costs were higher based on documents that resulted from settlement negotiations between the parties. The Tenant's representative, who was one of the parties to these negotiations, objected to these documents being used as evidence. I did not accept these documents, as they are subject to negotiation privilege and are not reliable evidence of what was owed by the Tenant. I note that these negotiation documents should not be necessary for the Landlords to establish these costs; the bills from the utilities providers would have been sufficient.
14. Under cross-examination, the Landlord AS acknowledged that the Tenant paid \$556.07 directly to Alectra on September 16, 2024. The Tenant did not provide any evidence to establish that she made any other payments to either of the utilities providers or to the Landlords.
15. Based on AS's testimony under cross-examination, I find that the Tenant paid \$556.07 toward the utilities costs claimed by the Landlords in the application. I am therefore satisfied that the Tenant owes the Landlords \$617.96 for the cost of unpaid utilities.
16. Before AS's testimony was complete, the Tenant's representative offered to settle these applications on the basis that the Tenant would pay \$1,800.00. The Landlord AS first accepted this offer and then retracted her acceptance of it a few minutes later. Then, when it became clear that the Landlords had established only \$1,174.03 in utilities costs, AS retracted her retraction and accepted the Tenant's representative's offer. I asked the Tenant's representative if the Tenant consents to pay \$1,800.00 to settle these matters and he said no. AS insisted that they had entered into a binding contract during the hearing to settle these matters because the Tenant had made an offer and AS accepted. Because AS had rejected the offer and the Tenant's representative stated the Tenant does not consent to any terms to resolve this matter, I resolved this matter on a contested basis.

Other monetary remedies

17. Application LTB-L-063073-24 also claims \$0.00 for out-of-pocket expenses resulting from the Tenant's substantial interference with the Landlords' reasonable enjoyment of the premises and \$0.00 for the cost of repairing undue damage. Because no amount was claimed I did not consider either of these claims.

Costs

18. The Landlords are entitled to an order for the cost of filing application LTB-L-063073-24 because they were successful in this application. However application LTB-L-063073-24 duplicated the claim in LTB-L-092698-23 and it was not necessary to consider this claim, so the Landlords are not entitled to an order for the cost of filing application LTB-L-092698-23.

It is ordered that:

Regarding LTB-L-092698-23

1. Application LTB-L-092698-23 is dismissed.

Regarding LTB-L-063073-24

2. The Tenant shall pay to the Landlords \$617.96, which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlords is \$803.96.
5. If the Tenant does not pay the Landlords the full amount owing on or before June 30, 2026, 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 11, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.