



Order under Section 69 Residential Tenancies Act, 2006

Citation: GE v Simpson, 2026 ONLTB 43815

Date: 2026-06-16

File Number: LTB-L-082884-25

In the matter of: UPPER UNIT, 28 KING STREET
THOROLD ON L2V3T6

Between: WEIJU GE Landlord

And

Jonathan William Simpson Tenant
Jenna Simpson
Jacob Jonathan Simpson
Jason James Simpson
Jack Simpson

Weiju Ge (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan William Simpson, Jenna Simpson, Jacob Jonathan Simpson, Jason James Simpson and Jack Simpson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. **(L1 Application)**

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants 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. **(L2 Application)**

This application was heard by videoconference on May 11, 2026.

The Landlord, the Landlord's daughter, Ruby Zhuang, the Tenant, Jonathan Simpson ('JC') and the Tenants' support person, Amanda Rowley, attended the hearing.

Determinations:

L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,485.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.82. This amount is calculated as follows: \$1,485.00 x 12, divided by 365 days.
5. The Tenants have paid \$7,055.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$5,810.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,350.00 from the Tenants and this deposit is still being held by the Landlord. 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 \$154.50 is owing to the Tenants for the period from January 20, 2020 to May 11, 2026.

L2 Application

Preliminary Issue

Application is amended

10. The Landlord requested that the application be amended to increase the cost claimed in the application for outstanding water costs to encompass two additional bills that were received after the application was amended, one for the billing period August 16 to November 15, 2025, the second for the billing period November 16, 2025 to February 15, 2026.
11. Given that JC admitted that he had received copies of those bills and did not oppose the amendment request, I exercised my discretion to amend the amount claimed for outstanding utilities in the application to include the two above-noted additional utility bills.

The application

12. As explained below, the Landlord has proven, on a balance of probabilities, the grounds for termination of the tenancy and the claim for some compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants shall pay the Landlord \$3,197.72.

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

First N5 notice

14. On August 8, 2025, the Landlord gave the Tenants an N5 notice of termination, deemed served on August 13, 2026, alleging that the Tenants owed the Landlord:

- \$400.00 for tickets issued by the city for storing an inoperable vehicle and garbage on and around the property;
- \$582.72 for costs incurred in removing the garbage and debris; and
- \$633.80 for outstanding utility costs (i.e. water).

15. In support of those allegations, the Landlord produced the following:

- ticket no. A-4421 [Doc 6747377, page 1] dated May 5, 2025 confirming the Landlord received a fine of \$300.00 for "*Use of land for storing of inoperative vehicles and parts thereof*".
- ticket no. A-4420 [Doc 6747377, page 2] dated May 5, 2025 confirming the Landlord received a fine \$300.00 for "*Fail to keep land clear of waste*".
- photographs of the exterior of the residential property [Doc 6765969] taken by the city by-law officer and basement tenant between January and May 2025 showing 1) the Tenants' pick up truck with front tire removed, 2) garbage and debris in front of the garage and at the left side of the house, 3) garbage and debris at the right side of the house and 4) multiple garbage bags at the curb for pick up.

Ticket A-4421

16. It was undisputed that the inoperable vehicle cited in ticket A-4421 was the Tenants' vehicle. While JC stated that he moved the vehicle from driveway, he did not specify what date it was towed. He admitted it could have been after the compliance date. Although he admitted that he received a copy of the work order on April 24, 2024 (which work order confirms it was posted at the property), JC said that his letter did not have the compliance date on it so he did not know when the city was going to return.

17. Based on the evidence before me, I am satisfied that the Tenants stored an inoperable vehicle on the property and were aware that the city had ordered the vehicle to be removed by a certain date. While JC said the letter they received from the city did not contain a compliance date, he did not produce a copy of that letter to corroborate his testimony. The work order confirms that it was posted on the property. As such, I find it more likely than not that the Tenants were aware of the compliance date but failed to remove vehicle the vehicle until some time after that date.

18. As such, the Tenants shall pay the Landlord \$300.00 for ticket no. A-4421.

Ticket A-4420

19. The Landlord stated that because the garbage cited in ticket no. A-4420 accumulated as a result of 1) the Tenants, 2) the tenant in the basement unit and 3) herself (i.e. construction debris), the fine of \$300.00 should be divided three ways. As such, she requested that the Tenants pay \$100.00 towards the ticket.
20. Given that JC did not dispute that the garbage on the right side of the house was the Tenants and was agreeable to paying one third of the ticket (i.e. \$100.00), the Tenants shall pay the Landlord \$100.00 for their proportionate share of the ticket no. A-4420.

Clean up fee

21. With respect to the clean up bill from the city, the Landlord stated she was out of the country from March 1 to May 4, 2025. As such, it was only when she checked her mail on May 5, 2026 that she saw the city's work order dated April 24, 2025 [Doc 7940654] stating that all construction debris, garbage/indoor furniture, etc. had to be removed by May 2, 2025. When she called the city on May 6, 2025, they had already cleared the garbage and debris.
22. After receiving the city's invoice on May 12, 2025 [Doc 7940547] charging the Landlord \$1,748.16, she emailed both the work order and invoice to the Tenants, requesting that they pay her \$582.72 representing one third of the clean up costs.
23. JC stated that he should only pay one quarter of the clean up cost (i.e. \$437.04), instead of one third because the amount of garbage was significantly less than the Landlord's construction debris.
24. Based on the evidence before me, I am satisfied that the Tenants did not clear their garbage from the property before the enforcement date. As previously stated, while JC alleged that the Tenants' letter from the city did not indicate a compliance date, he did not produce a copy of that letter to corroborate his testimony. The work order that was issued on April 24, 2025 indicates that it was posted on the property and it clearly states the garbage and debris must be removed by May 2, 2026. There is nothing on the city's clean up invoice [Doc 7940547] indicating whether the clean up charge was based on the amount of garbage removed or a flat fee. As such, I am unable to determine whether the quantity of the Landlord's garbage increased the charge. In the circumstances, I find that the Tenant is responsible for one third, not one quarter of the invoice.
25. The Tenant shall pay the Landlord \$582.72 for their proportionate share of the city's clean up invoice.

Second N5 notice

26. Since the Landlord gave the Tenants a first, voidable N5 notice of termination deemed served on August 13, 2026, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

27. On September 27, 2025, the Landlord gave the Tenants a second N5 notice of termination, deemed served on October 2, 2026, alleging that not only had the Tenants failed to void the first N5 notice by paying the Landlord the requested amounts, but that the Tenants had not paid a subsequent water bill for the period May 16, 2025 to August 15, 2025.
28. JC did not dispute that the Tenants had not paid the subsequent water bill.
29. Based on the evidence and submissions before me, I am satisfied that the Tenants stored an inoperable vehicle and garbage on and around the property which caused the Landlord to incur fines and clean up costs and failed to pay water costs for which they were responsible for. I find that this conduct substantially interferes with a lawful right, privilege or interest of the Landlord.

Unpaid utilities

30. There is no dispute that the Tenants were responsible for paying sixty percent (60%) of the water costs for the residential property. The water bill is in the Landlord's name. She provided a copy of each water bill to the Tenants and they were supposed to remit their proportionate share to the Landlord.
31. Since the Tenants do not dispute that they did not pay their share of the outstanding water bills, I find that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
32. As explained below, I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$2,215.00 as a result of the Tenant's failure to pay water costs.

First water bill

33. The first N5 notice alleged that the Tenants did not pay their share of the water bill for the billing period February 16, 2025 to May 15, 2025 [doc 6747373]. The bill confirms that new charges for that billing period totalled \$1,006.04. If the amount was paid after June 30, 2025, the amount to be paid was \$1,056.34. There is no dispute that the Tenant did not pay any amount towards the water bill for that billing period. The Landlord stated that she did not have money to pay the bill before June 30, 2026 and therefore requests the Tenant pay sixty percent (60%) of \$1,056.34, instead of \$1,006.04.
34. In my view, the Tenant cannot be held responsible for the Landlord paying the water bill late. The water bill is in the Landlord's name, she is the person who remits payment to the city for that bill and she decides when to remit payment to the city. She has the ability to avoid late payment charges by paying the water bill before a certain date. In the circumstances, I am satisfied that any late payment charges must be borne by the Landlord, not the Tenant.
35. As such, the Tenant shall pay the Landlord \$603.62, representing sixty per cent (60%) of the water bill charges of \$1,006.04 for the billing period February 16, 2025 to May 15, 2025.

Second water bill

36. The second N5 notice alleged that the Tenant did not pay a further water bill for the period May 16 to August 15, 2025 [Doc 6747373]. Those new charges were \$1,743.06 if paid immediately, or \$1,974.30 if paid after September 29, 2025. As previously explained, any late charges must be borne by the Landlord, given that she controls when she pays the water bill to the city. I am satisfied that the amount of the new charges for the second water bill are \$1,743.06.
37. The Tenant does not deny that he has not paid the water bills, stating that he did not have enough money. He stated, however, that following the discover of a water leak, he and the Landlord were supposed to discuss what was owed for the second water bill.
38. The Landlord confirmed that on August 30, 2025, she discovered a “*running*” toilet in the basement which was fixed that same day. Given that the water bill was so high for that billing period, she believed the toilet had been running for one or two months. She admitted that she did not offer the Tenant a discount on the water bill for that billing period.
39. There is no doubt that the second water bill was significantly higher than the previous water bill. The Landlord confirmed that she had discovered a running toilet in the basement that had possibly been running for two months which, in my view, explains the increased water/sewer charges. Given that the running toilet was in the basement tenant’s unit, not the Tenants’ unit, I am satisfied that the Tenants’ share of the water bill should be discounted. Since neither party provided a discounted amount to be considered, I find that the Tenants shall pay the Landlord \$697.23 for their proportionate share of the second water bill. That amount is calculated as follows:

Bill amount: \$1,743.06 divided by three months = \$581.02 per month x 60% = \$348.61 representing Tenants’ share per month.

\$348.61 x 50% for running toilet = \$174.31.

Tenants’ share for two months at 50% discount = \$348.62

Tenants’ share for one month = \$348.61

Total = \$697.23

Additional water bills

40. The Landlord produced the following additional water bills which were sent to the Tenants but for which they did not pay their share:
- For the period August 16 to November 15, 2025 [7066596] indicating that charges for that period were \$834.64. The Tenant’s share of that bill was \$500.78.
 - For the period November 16, 2025 to February 15, 2026 [Doc 7941507] indicating that charges for that period were \$688.95. The Tenant’s share of that bill was \$413.37

41. Since the Tenants do not dispute that they did not pay the additional water charges, the Tenants shall pay the Landlord \$914.15 for their share of the additional water bills.

Relief from eviction

42. The Landlord testified that despite constantly asked the Tenants to pay their rent, they only paid sporadically and always gave excuses for not paying. She stated the sporadic rent payments made it very difficult for her to manage her mortgage, resulting in her incurring late payment fees. She wants the tenancy terminated as soon as possible and is not agreeable to a payment plan.
43. The Tenant stated that he is a seasonal asphalt worker and currently his sole source of income is Ontario Works and the child tax benefit. He occasionally works with his father which provides him with some more monthly income. He has lived in the unit for six years and is a single father with four children. He requested a twelve-month payment plan to pay back the rent arrears, fines, clean up fee and outstanding water charges. If the tenancy is terminated, the Tenant stated he would need two months to find a new place to live if the tenancy is terminated.
44. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act. I say this because after reviewing the Tenants' income and expenses, I am not satisfied that the Tenants can afford to pay ongoing rent, let alone pay down the arrears. JC admitted he did not have money to pay the water bills. It would be extremely prejudicial to the Landlord to grant the Tenant a payment plan which, in my view, would fail. I am cognizant, however, that JC has four children. The short delay should provide the Tenants with sufficient time to find a new place to live, while minimizing prejudice to the Landlord.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. With respect to the L1 application, the Tenants may void this part of the order by paying to the Landlord or to the LTB in trust:
 - \$7,481.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,966.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenants may also make a motion at the LTB to void this part of the order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 6. **Even if the Tenants void this part of the eviction order, the tenancy between the Landlords and the Tenants is terminated, as of July 31, 2026 because the Tenants have substantially interfered with the Landlord's lawful rights, privileges or interests and have failed to pay utility costs for which they were responsible for.**
 7. If the Tenants do not void this part of the order, the Tenants shall pay to the Landlord \$3,543.52. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 8. The Tenants shall also pay the Landlord compensation of \$48.82 per day for the use of the unit starting May 12, 2026 until the date the Tenants move out of the unit.
 9. The Tenants shall also pay the Landlord \$3,197.72, comprised as follows:
 - \$400.00 for city fines
 - \$582.72 for clean up fees
 - \$2,215.00 for unpaid water costs
 10. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Karen Gonçalves
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 expires on February 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$14,350.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,055.00
Total the Tenant must pay to continue the tenancy	\$7,481.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$15,835.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,055.00
Total the Tenant must pay to continue the tenancy	\$8,966.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,917.02
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,055.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$154.50
Total amount owing to the Landlord	\$3,543.52
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$48.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	