



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zehr v Chanthavong, 2026 ONLTB 47221

Date: 2026-06-19

File Number: LTB-L-023589-26

In the matter of: 2, 115 Victoria St N
Kitchener ON N2H5C3

Between: Paul Zehr Landlord

And

Siriphone Chanthavong Tenant

Paul Zehr (the 'Landlord') applied for an order to terminate the tenancy and evict Siriphone (also known as Tony) Chanthavong (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict 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, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises; and 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 costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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 21, 2026.

Only the Landlord and the Landlord's representative Barrett M. Beaudoin attended the hearing.

As of 10:43 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 Landlord's evidence.

Determinations:

L1 Application

N4 Notice of Termination

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). In the hearing I found that the N4 notice was invalid due to the third line item on the notice not reflecting the actual payment which was made by the Tenant for February 2026. The N4 notice states that the Tenant paid \$1,262.00 for February 2026, however in the hearing the Landlord's representative claimed \$862.00 had been paid instead.
2. The Landlord's representative argued that despite the total arrears owing being wrong on the N4 notice, that the notice substantially complies with the *Residential Tenancies Act*, 2006 (the 'Act') pursuant to section 212 of the Act. The representative did not feel that pursuing termination of the tenancy based on an incorrect notice was prejudicial to the Tenant.
3. I disagree. I find that it would be prejudicial to the Tenant to consider terminating the tenancy based on an incorrect notice. The Tenant was not provided with the correct amount of arrears which might be needed to void the N4.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
7. The Tenant made payments totalling \$2,586.00 since the application was filed.
8. The rent arrears owing to May 31, 2026 are \$4,730.00. The Landlord elected to pursue an arrears only order under the L1 application given my finding that the N4 was invalid.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The claim for damage is dismissed.
11. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

12. On February 3, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on February 8, 2026 by mail. The termination date on the N5 notice is March 7, 2026. The notice of termination contains the following allegations:
 - (a) That the Tenant has been accumulating debris outside of the rental unit between November 20, 2025 to November 25, 2025.
 - (b) That the Tenant disconnected the fire alarm in the rental unit on November 27, 2025.
 - (c) That the Tenant has caused damage to the rental unit totalling \$5,187.60 which includes areas of the living room, kitchen and bathroom.
13. The Landlord's claims for \$5,000.00 in out-of-pocket costs and \$5,000.00 for wilful/negligence damage to the rental unit were dismissed in the hearing due to the lack of details provided in the N5 notice, and the lack of detail included on the application about the type of damage caused. I am not persuaded that the Tenant was provided with prior notice of the Landlord's claims. These claims are dismissed without prejudice given that it was unclear what the Landlord intended to claim until the hearing date.
14. The Landlord did not provide any testimony to suggest that after the N5 was served, that the Tenant continued to tamper with fire systems or failed to dispose of garbage. Therefore, I find that the Tenant voided these components of the N5 notice in accordance with s.64(3) of the Act.

N8 Notice of Termination

15. On February 3, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on February 8, 2026 by mail. The termination date on the N8 notice is April 30, 2026. The notice of termination contains the following allegations: that the Tenant was persistently late in paying their rent between December 2024 and February 2026.
16. I find that the Landlord's N8 ledger, which was attached to the N8 notice when it was served is accurate in that the Tenant paid rent late for each of the months of December 2024 to February 2026 totalling 18 months in a row.
17. Based on the uncontested evidence of the Landlord the Tenant has persistently failed to pay the rent on the date it was due.

Relief from Eviction

18. The Landlord testified that since the N8 notice was served the Tenant has continued to pay rent late for each month up to the hearing date. The Landlord seeks termination of the tenancy. In addition, the Landlord stated that he has attempted to enter into repayment plans with the Tenant for the rent arrears owing but no agreement has been reached.
19. 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. The Tenant was not present to request relief from eviction.

20. The tenancy is terminated on the basis of persistent late payment of rent.
21. The Tenant shall pay the Landlord compensation of \$49.32 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit. This is because the arrears of rent ordered payable under the L1 application are for the period ending May 31, 2026.

Rent Deposit

22. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$68.14 is owing to the Tenant for the period from June 1, 2024 to May 21, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The Landlord's wilful/negligent damage claim is dismissed without prejudice.
2. 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.
3. 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.
4. 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.
5. The Tenant shall pay \$3,347.86 to the Landlord. This represents \$4,730.00 in arrears of rent to May 31, 2026, a \$186.00 filing fee, minus \$1,500.00 in rental deposit, and minus \$68.14 in interest owing on the deposit.
6. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord 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.

June 19, 2026
Date Issued

Madeline Ntoukas
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.