



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

**File Number:** LTB-L-005261-26

**In the matter of:** 57 HOWARD RD  
NEWMARKET ON L3Y3G6

**Between:** Xiaoqun Wang Landlord

**And**

Howard Race Tenant

Xiaoqun Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Howard Race (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); 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 Landlord or another tenant (L2 Application for unpaid utilities).

This application was heard by videoconference on April 9, 2026.

Only the Landlord's Legal Representative Yun Tao Li attended the hearing.

As of 2:18 pm, 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 – Non-Payment of Rent

1. The Landlord 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 \$2,075.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.22. This amount is calculated as follows: \$2,075.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$14,218.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### L2 Application – Unpaid Utilities

8. The Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant failed to pay the utility costs they were required to pay under the terms of their tenancy agreement.
9. The Landlord claims that the Tenant is responsible for unpaid utility charges, specifically water and sewer costs billed by the Town of Newmarket. The Landlord submitted a copy of the tenancy agreement confirming that the Tenant is responsible for payment of these utility charges, copies of the utility bills, and proof that the Landlord has been paying the bills because the account is in arrears.
10. The N5 notice identified unpaid water/sewer costs of \$209.63, and the Landlord's evidence at the hearing established that the unpaid utility charges continued to accrue. As of the date of the hearing, the total unpaid utility charges were \$552.20, for the billing period from December 10, 2025, to March 4, 2026. The Landlord confirmed that they are not seeking administrative fees or any other additional charges and are seeking compensation only for the actual utility costs.
11. The Landlord has incurred reasonable out-of-pocket expenses of \$552.20 as a result of the Tenant's failure to pay utility costs.

#### Relief from Eviction

12. Although the Landlord may have been entitled to request a non-voidable termination of the tenancy based on the unpaid utilities, the Landlord did not seek termination on the basis of the N5 notice and requested that the termination order be voidable. The Landlord's request was that the Tenant be required to pay the rent arrears, the unpaid utilities of \$552.20, and the filing costs.
13. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. In the circumstances, and having regard to the Landlord's requested relief, I find it appropriate to grant a voidable order rather than a non-voidable termination order based on the unpaid utilities.

14. There is no last month's rent deposit.

**It is ordered that:**

**L1 Application – Non-Payment of Rent**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$18,554.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$20,629.00 if the payment is made on or before July 3, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 3, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
  4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 3, 2026.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,942.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlord compensation of \$68.22 per day for the use of the unit starting April 10, 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 July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026, at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  9. 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 4, 2026.

**L2 Application – Unpaid Utilities**

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.

11. The Tenant shall also pay to the Landlord \$522.20 on or before July 3, 2026. This amount represents arrears of utilities to March 4, 2026.
12. If the Tenant fails to make the payment in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.
13. If the Tenant does not pay the Landlord the amount owing in paragraph 11 above, on or before July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026, at 4.00% annually on the balance outstanding.

**June 22, 2026**  
**Date Issued**

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Kyle Anderson  
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 4, 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                                                            | \$18,368.00        |
| Application Filing Fee                                                                 | \$186.00           |
| NSF Charges                                                                            | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00           |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$18,554.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To July 31, 2026                              | \$20,443.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$20,629.00</b> |

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

|                                                                                        |                      |
|----------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                             | \$12,756.98          |
| Application Filing Fee                                                                 | \$186.00             |
| NSF Charges                                                                            | \$0.00               |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00             |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00             |
| <b>Less</b> the amount of the last month's rent deposit                                | - \$0.00             |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$0.00             |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00             |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00             |
| <b>Total amount owing to the Landlord</b>                                              | <b>\$12,942.98</b>   |
| Plus daily compensation owing for each day of occupation starting April 10, 2026       | \$68.22<br>(per day) |