



**Order under Section 69 / 88.1 / 88.2  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-015040-26

**In the matter of:** 20463 Leslie St  
Queensville ON L0G1R0

**Between:** Yiyang Zheng Landlord

**And**

Stephanie Gallagher Tenant  
Paul White

Yiyang Zheng (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Gallagher and Paul White (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 Landlord also applied for an order requiring the Tenant to pay:

- compensation for each day the Tenant remained in the unit after the termination date.
- 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.
- 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 June 15, 2026.

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

As of 9:59 AM, 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 29, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice') alleging that the Tenant failed to pay utilities and substantially interfered with the Landlord by failing to remove yard waste.
4. The Tenant did not stop the conduct within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Based on the uncontested evidence of the Landlord, I am satisfied, on a balance of probabilities, that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlord has incurred reasonable out-of-pocket expenses of \$992.82 as a result of the Tenant's failure to pay the water costs.
6. Based on the uncontested evidence of the Landlord, I am satisfied, on a balance of probabilities, that the Tenant substantially interfered with the Landlord by failing to maintain the yard in a state of ordinary cleanliness. The Landlord incurred costs of \$300.00 from the municipality as a result.
7. The Tenant was required to pay the Landlord \$10,584.62 in daily compensation for use and occupation of the rental unit for the period from January 30, 2026, to June 15, 2026.
8. Based on the monthly rent, the daily compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present at the hearing to advise the Board of their circumstances. The Landlord was not aware of any reasons to delay or deny eviction.

**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 to the Landlord \$10,584.62, which represents compensation for the use of the unit from January 30, 2026, to June 15, 2026.
5. The Tenant shall also pay the Landlord compensation of \$77.26 per day for the use of the unit starting June 16, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$992.82, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
7. The Tenant shall pay to the Landlord \$300.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. The total amount the Tenant must pay the Landlord is \$12,063.44.
10. 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**

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Kate Sinipostolova  
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.