



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yu v Little, 2026 ONLTB 48323

Date: 2026-06-24

File Number: LTB-L-013696-26

In the matter of: Basement Unit 1, 65 WALTER AVE
NEWMARKET ON L3Y2T4

Between: Victor Yu Landlord

And

Jacob Keith Little Tenant

Victor Yu (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Keith Little (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **(L1 application)**

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 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 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. **(L2 application)**

This application was heard by videoconference on May 19, 2026.

Only the Landlord and the Landlord's representative, Cuiwen Hu, attended the hearing.

As of 11:02 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

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 \$900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 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 May 31, 2026 are \$4,300.00.
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 \$900.00 from the Tenant 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 \$13.51 is owing to the Tenant for the period from September 1, 2025 to May 19, 2026.

L2 Application

Preliminary Issue

L2 Application is amended

10. At the outset, the Landlord requested that the application be amended to increase the amount claimed for unpaid utility costs from \$491.64 to \$825.64. The Landlord confirmed that he personally served the amended application on the Tenant on May 12, 2026. The Landlord produced a certificate of service signed by him on May 12, 2026 [Doc 7959966].
11. Based on the evidence before me, I was satisfied that the Tenant was aware that the Landlord was intending to amend the application to increase the amount claimed for unpaid utility costs to \$825.64. As such, I exercised my discretion to amend the application.

The L2 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 compensation in the application. The Tenant shall pay the Landlord \$825.62.
13. The Tenant was in possession of the rental unit on the date the application was filed.

14. The rental unit is a three-bedroom basement apartment in a detached bungalow.
15. On January 27, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that they had not paid the utility costs, namely water, hydro and gas, for which they were responsible for under the tenancy agreement.
16. The Landlord produced a copy of the tenancy agreement [Doc 7978824, pages 3 and 4] as well as text messages with the Tenant dated July 11, 2025 [Doc 7978825] which confirm the Tenant was responsible for forty per cent (40%) of gas, electricity and water charges.
17. The Landlord stated he reduced the Tenant's share of utility costs to twenty per cent (20%) on October 15, 2025 because the Tenant did not secure roommates and could not pay them.
18. The Landlord produced the following electricity/water bills [Doc 7947565] and confirmed that the Tenant has not paid his twenty per cent (20%) for any of them:

<u>Due Date</u>	<u>Amount</u>	<u>Tenant's share</u>
November 13, 2025	\$488.14	\$97.63
December 13, 2025	\$469.79	\$93.96
January 9, 2025	\$463.76	\$92.75
February 12, 2026	\$439.41	\$87.88
March 15, 2026	\$461.77	\$92.35
April 12, 2026	\$465.55	\$93.11
May 15, 2026	\$448.12	<u>\$89.62</u>
Balance owed by Tenant:		<u>\$647.30</u>

19. The Landlord produced the following gas bills [Doc 7978825] and confirmed that the Tenant has not paid his twenty per cent (20%) for any of them:

<u>Due Date</u>	<u>Amount</u>	<u>Tenant's share</u>
October 27, 2025	\$45.86	\$9.17
November 26, 2025	\$97.70	\$19.54
December 29, 2025	\$101.61	\$20.31
January 26, 2026	\$189.59	\$37.92
February 25, 2026	\$162.35	\$32.47
March 25, 2026	\$184.68	\$36.94
April 27, 2026	\$109.87	<u>\$21.97</u>
Balance owed by Tenant:		<u>\$178.32</u>

20. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant did not stop correct the omission by paying the Landlord his share of the utility costs 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).
21. I find that the Tenant's failure to pay utility costs they were responsible for substantially interfered with the Landlord's lawful rights, privileges and interests.

22. The Tenant was required to pay the Landlord \$2,367.20 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to May 19, 2026.
23. I find that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement. Therefore, the Tenant shall pay the Landlord \$825.62 for utility costs they owe.

Relief from eviction

24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this for the following reasons.
25. The Landlord stated that he attends McMaster University and does not have a car. As such, it is very inconvenient for him to get to the rental unit to try to collect rent and utility costs from the Tenant. He is unable to work when he has to attend at the rental unit.
26. The Tenant did not attend the hearing to provide evidence of their circumstances.

It is ordered that:

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:**
 - \$5,386.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,286.00 if the payment is made on or before July 5, 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 5, 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 5, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,234.70. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting May 20, 2026 until the date the Tenant moves out of the unit.

7. If the unit is not vacated on or before July 5, 2026, then starting July 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 6, 2026.
9. The Tenant shall also pay the Landlord \$825.62 for unpaid utility costs.
10. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 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 January 6, 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	\$5,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$6,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,286.00

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

Rent Owing To Hearing Date	\$3,962.21
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$13.51
Total amount owing to the Landlord	\$3,234.70
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$29.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	