



**Order under Sections 69 / 88.2  
Residential Tenancies Act, 2006**

**Citation:** Mihir Patel v Jesse Vock, 2023 ONLTB 36928

**Date:** 2023-05-15

**File Number:** LTB-L-028681-22

**In the matter of:** 40 HOUGHTON ST  
CAMBRIDGE ON N3C4K7

**Between:** Bhavanabahen Patel  
Mihir Patel

**And**

Jesse Vock  
Shannon Wright

I hereby certify this is a  
true copy of an Order dated

**MAY 15, 2023**

Landlord and Tenant Board

Landlords

Tenants

Bhavanabahen Patel and Mihir Patel (the 'Landlords') applied for an order to terminate the tenancy and evict Jesse Vock and Shannon Wright (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (the 'L1 application').

The Landlords also applied for an order requiring the Tenants to pay the Landlords' 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 'L2 application').

This application was heard by videoconference on May 4, 2023.

Only the Landlords attended the hearing.

As of 11:15 a.m. the Tenants were not present or represented at the hearing although properly served with notice of hearing by the Board. There is no record of a request to reschedule. As a result, the hearing proceeded with only the Landlords' evidence.

**Determinations:**

*The L1 Application*

1. The Landlords 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. The Tenants were in possession of the rental unit on the date the application was filed but moved out of the rental unit and returned vacant possession to the Landlords on July 31, 2022. As, a result, the request in the application for an eviction order is no longer necessary.
3. The Tenants made no payment to the Landlords for rent after the application was filed.

4. The monthly lawful rent is \$3,150.00.
5. The arrears of rent owing for the period ending July 31, 2022, total \$9,450.00.
6. The Landlords collected a rent deposit of \$3,100.00 from the Tenants on June 28, 2021, and this deposit is still being held by the Landlords. The rent deposit shall be applied to the rent due for the last month of the tenancy pursuant to s. 106(10) of the Act.
7. Interest on the last month's rent deposit is owing for the period June 28, 2021 to June 30, 2022. I calculate the interest owing is \$37.51. This amount shall also be offset against the rent arrears owing.

*The L2 Application*


8. The Tenants failed to pay water bills that they were required to pay under the terms of the tenancy agreement.
9. The application claims \$2,999.95 for a water bill dated April 27, 2022 covering the period February 11, 2022 to April 8, 2022.
10. After the application was filed the Tenants failed to pay a subsequent water bill dated June 16, 2022 for the period April 8, 2022 to June 10, 2022 in the amount of \$1,267.42.
11. The Landlords seek to amend the application to include the second outstanding water bill. Prior to the Tenants moving out of the rental unit on July 31, 2022 the Landlords apprised them of the second water bill being outstanding and the Landlords' intention to pursue collection of it.
12. Pursuant to Rule 15.4 the request to amend is granted. It would not be consistent with a fair and expeditious proceeding to deny the request to amend and force the Landlords to file a separate application for the second water bill. The Tenants are aware of the debt owing and the Landlords' intention to pursue it so there is no prejudice to the Tenants granting the amendment. The requested amendment is appropriate in all of the circumstances and is granted accordingly.
13. Given all of the above, I find the Landlords have incurred reasonable out-of-pocket expenses in the amount of \$4,267.37 as a result of the Tenants' failure to pay water consumption and usage costs and charges for the period February 11, 2022 to June 10, 2022. An order shall issue requiring the Tenants to pay this amount to the Landlords pursuant to s. 88.2 of the Act.
14. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants terminated as of July 31, 2022, the date the Tenants moved out of the rental unit
2. The Tenants shall pay to the Landlords \$6,312.49 for arrears of rent up to July 31, 2022 less the rent deposit and interest the Landlords owe on the rent deposit.
3. The Tenants shall also pay to the Landlords \$4,267.37, for the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utility costs.

4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The total amount the Tenants owe the Landlords under this order is \$10,765.86.
6. If the Tenants do not pay the Landlords the full amount owing on or before May 26, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 27, 2023 at 6.00% annually on the balance outstanding.

**May 15, 2023**  
**Date Issued**



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Ruth Carey  
Vice Chair, Landlord and Tenant Board

15 Grosvenor St, 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.