



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

**Citation:** HIR v USWA, 2023 ONLTB 16303

**Date:** 2023-01-26

**File Number:** LTB-L-011468-22

**In the matter of:** 1, 36 WELLAND  
WELLAND ON L3B4E4

**Between:** PANKAJ DHIR Landlord

**And**

KEANA BUSWA Tenant

ANKAJ HIR (the 'Landlord') applied for an order to terminate the tenancy and evict KEANA BUSWA (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 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.

This application was heard by videoconference on July 14, 2022. The Landlord and the Landlord's Legal Representative, J. Struthers, attended the hearing. As of 9:41 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:**

1. On October 14, 2021, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of November 15, 2021. The Landlord alleged in the notice that the Tenant failed to pay her required 60% of the hydro bills and stored numerous items in the yard.
2. The Landlord stated that the rental unit is a duplex with two units and the Tenant, who is on the main floor, is responsible for 60% of the hydro bill which she has failed to pay. For the period starting June 16, 2021 and ending May 19, 2022, the Tenant incurred hydro costs of \$1,214.56.

3. In October 2021, the Landlord received a complaint from a resident and observed that the Tenant had accumulated debris including jet skis, dog feces, furniture, beer cans etc. in the backyard of the rental unit. In March 2022, the Landlord received another complaint from the resident who threatened to move out of the residential complex because of the conduct of the Tenant.

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4. The Tenant did not stop the conduct by cleaning the yard and did not pay the hydro costs that they were required to pay under the terms of the tenancy agreement. 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. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$51.07 is owing to the Tenant for the period from November 16, 2020 to February 6, 2023.
7. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
8. I have considered all 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 postpone the eviction until February 6, 2023 pursuant to subsection 83(1)(b) of the Act.

**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 February 6, 2023.
2. If the unit is not vacated on or before February 6, 2023, then starting February 7, 2023, 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 February 7, 2023.
4. The Tenant shall pay to the Landlord \$1,214.56, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs. 5. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2023 at 5.00% annually on the balance outstanding.

**January 26, 2023**

**Date Issued**

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Jitewa Edu

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 August 7, 2023 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.

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