



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

Citation: Kaur v Bedminster, 2023 ONLTB 18284

Date: 2023-02-08

File Number: LTB-L-005937-22

In the matter of: Upper Level, 151 Kingknoll Dr Brampton
ON L6Y4N8

Between: Kanwaljit Kaur Landlords
Ranjit singh Parmar

And

Cadisa Bedminster Tenant

Kanwaljit Kaur and Ranjit singh Parmar (the 'Landlords') applied for an order to terminate the tenancy and evict Cadisa Bedminster (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 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 January 25, 2023. Only the Landlord's legal representative, Seema Passi, attended the hearing. As of 5:08pm, 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on March 15, 2022.
3. The only issue to be determined under this application is regarding the claim for reasonable out-of-pocket expenses with regards to unpaid utilities at the rental unit.

4. The matter was first called at 10:48am in the hearing block and the Landlords representative requested that the matter be stood down for a brief period so that they could file evidence regarding the claim for unpaid utilities since there was no evidence filed, such as a copy of the lease agreement or any utility bills. In this regard, the matter was stood down to allow the Landlord to submit evidence during the hearing.
5. The matter was again called at 3:03pm and there was no response from the Landlords representative. Then the matter was called again at 5:08pm.

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6. Despite being given the time to produce copies of the utility bills to substantiate the claim, the Landlord only submitted three utility bills and a series of bank statements.
7. I am satisfied that the lease required the Tenant to pay 70% of the utilities for Alectra and Enbridge and charges associated with water/wastewater charges.
8. According to the lease, the Landlord was obligated to provide the Tenant with the bill copies and then the Tenant would reimburse the Landlord.
9. In the Landlords application they claimed the following:
 - a) Alectra - \$1,355.81 for the period of October 1, 2020 to November 29, 2021;
 - b) Enbridge - \$1,189.91 for the period of October 1, 2020 to November 15, 2021;
 - c) Water Bill - \$1,497.04 for the period of October 1, 2020 to October 1, 2021.
10. Despite the additional time to submit relevant evidence, the Landlord only submitted the following utility bills:
 - a) Bill dated November 9, 2021 for Alectra in the amount of \$123.25 which covered the period of September 24, 2021 to October 26, 2021.
 - b) Bill dated November 29, 2021 for Alectra in the amount of \$95.91 which covered the period of October 26, 2021 to November 23, 2021. On this bill it also included the November 9th amount as unpaid.
 - c) Bill dated November 17, 2021 for Enbridge in the amount of \$151.45 which covered the period of October 14, 2021 to November 15, 2021.
11. The Landlord further submitted bank records which highlighted some amounts for Enbridge and Alectra, however, the Landlord failed to provide the utility bills to substantiate the claimed amounts. Accordingly, I am unable to determine what 70% of the bill amounts are without the actual bills.
12. Although the representative for the Landlord indicated that the bank payments should match the bills, they could not establish that they do without the actual bills. The bank statements end May 12, 2021.

13. Also, the representative could not establish that the bill payments on the bank statements were bill payments regarding the rental unit. On this basis and without any further evidence, I am denying the additional utility claims by the Landlord.
14. After I heard the evidence regarding the matter and rendered an oral decision that I would only be allowing the proven charges, the representative requested an adjournment so that they could file additional evidence. The adjournment request was denied on the basis that the matter had already been heard. I did not find it reasonable or appropriate to adjourn the matter after a hearing was held and the Landlord didn't like the outcome.
15. I find that the Landlord is entitled to their reasonable out-of-pocket expenses to which they have established in evidence which are the following:
 - i) 70% of the Alectra bills is \$153.41.
 - ii) 70% of the Enbridge bill is \$106.02.

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16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.
18. These are all of my reasons, and no further reasons shall follow.

It is ordered that:

1. The tenancy is terminated on March 15, 2022. The date the Tenant gave vacant possession of the rental unit to the Landlord.
2. The Tenant shall pay to the Landlord \$259.43, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$445.43.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 20, 2023 at 5.00% annually on the balance outstanding.

February 8, 2023

Date Issued

Terri van Huisstede

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.

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