



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

**Citation:** Roshankar v Reid, 2023 ONLTB 17530

**Date:** 2023-01-27

**File Number:** LTB-L-065460-22

**In the matter of:** Main level, 1397 Alexandra Ave  
Mississauga ON L5E2A9

**Between:** Tozheg Roshankar Landlord

**And**

Shasteven Zakia Chynthia Reid Tenant

Tozheg Roshankar (the 'Landlord') applied for an order to terminate the tenancy and evict Shasteven Zakia Chynthia Reid (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed charges related to NSF cheques.

Tozheg Roshankar (the 'Landlord') also applied for an order requiring Shasteven Zakia Chynthia Reid (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.

Tozheg Roshankar (the 'Landlord') also applied for an order requiring Shasteven Zakia Chynthia Reid (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 23, 2023.

Only the Landlord attended the hearing. The Tenant was not present or represented at the hearing. The Landlord indicated and showed evidence that the Tenant has multiple emails. The application and Notice of the hearing was sent to the same email address the Tenant provided on the tenancy agreement. I find the Tenant was 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 Landlord requested the consent of the Board to withdraw their L2 application for eviction since the Tenant has vacated the unit. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for compensation for unpaid utilities. Therefore, the Landlord's out of pocket expenses for utilities is granted. The Landlord has not substantiated reasonable cost to repair the physical damage to the living room floor.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Compensation for unpaid utilities

5. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
6. The Landlord has incurred reasonable out-of-pocket expenses of \$2,228.00 as a result of the Tenant's failure to pay heat, electricity and/or water costs. The Tenant committed to pay 70% of the utility costs as supported by their tenancy agreement. At the hearing, the Landlord reviewed the details of each invoices including the amount and period claimed from May 2022 to October 17, 2022 which they received from the service providers. I am satisfied based on a thorough review of the Landlord's evidence that the Landlord has proven the Tenant failed to pay the Landlord \$2,228.00 for unpaid utilities.
7. Utilities costs after the application was filed was not considered as there was no amendment made to the application prior to the hearing and no notice was given to the Tenant.

#### Compensation for damages

8. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The two photographs support deep scratches in the hard wood floor situated in a few spots in the living room which on a balance of probability was caused by the Tenant's dog.
9. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$2,228.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$2,414.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2023 at 5.00% annually on the balance outstanding.

**January 27, 2023**

**Date Issued**

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Sandra Macchione

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.