



**Order under Section 69 / 88.2 / 89  
Residential Tenancies Act, 2006**

**Citation:** Shetra v Mcknight, 2024 ONLTB 8330

**Date:** 2024-02-26

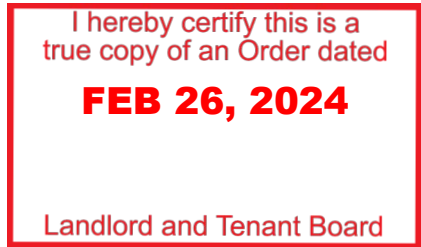
**File Number:** LTB-L-004191-23

**In the matter of:** 24 SOUR SPRINGS ROAD  
BRANTFORD ON N3T5L6

**Between:** Simrandeep Shetra

**And**

Gregory Douglas Jonathon Mcknight



Landlord

Tenant

Simrandeep Shetra (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Douglas Jonathon Mcknight (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Simrandeep Shetra (the 'Landlord') applied for an order requiring Gregory Douglas Jonathon Mcknight (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.

Simrandeep Shetra (the 'Landlord') applied for an order requiring Gregory Douglas Jonathon Mcknight (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 December 13, 2023.

The Landlord, Landlord's representative Muhammad Malik, the Tenant, and the Tenant's representative Marsha Bennett attended the hearing. Just before the hearing commenced the Tenant logged off and did not return to provide evidence.

**Preliminary Issue:**

1. At the beginning of the hearing the Tenant representative requested an adjournment as they had just come on record. I inquired about whether she was able and willing to proceed, to which she confirmed she was retained by the Tenant to represent at the hearing. I was satisfied that there was no need for an adjournment and the matter proceeded.

**Determinations:**

1. 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. Therefore, the tenancy shall be terminated and the Tenant must pay the amount of \$7,892.68 for unpaid utilities and damage to the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord provided the Tenant with an N5 Notice deemed served December 7, 2022. The allegations in the N5 Notice include the following:
  - a) On August 5, 2022 the Tenant damaged the garage door and physically harassed the repair technician when repairs were made;
  - b) On September 14, 2022, November 15, 2022 and November 22, 2022 the Tenant failed to pay utilities bills (including propane) as they came due contrary to the lease agreement.

Unpaid utilities

4. The tenancy agreement requires the Tenant to pay the costs for "all utilities". This wording is written directly on the lease agreement itself. Section 2(1) of the Act defines utilities as heat, electricity, and water.
5. The Tenant failed to pay all of the utility bills for the rental unit including a propane bill dated November 30, 2022 for \$4,386.98 for the period from December 3, 2021 to November 15, 2022 as well as utilities bills totalling \$2,005.70. The utilities bills span from May 15, 2022 to December 15, 2022 and show the balances being paid by the Landlord.
6. The Landlord testified that they have paid these bills out of their own pocket as a result of the Tenant's failure to pay the utilities.
7. As the Tenant did not pay \$6,392.68 for the outstanding bills by December 15, 2022, the Tenant did not void this portion of the N5 Notice in accordance with section 64(3) of the *Residential Tenancies Act, 2006* ("Act").
8. I find that by failing to pay the utility bills as required by the tenancy agreement, the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. The Landlord was forced to pay these bills out of their own pocket.

9. I also find that the Landlord is entitled to an order for \$6,392.68, which represents the reasonable out-of-pocket expenses that the Landlord has incurred a result of the Tenant's failure to the utility costs.

Undue Damages

10. 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. Specifically, the Tenant has caused damage to the garage door that required the Landlord to pay \$1,500.00 to Brampton Garage to repair. The door was off the chain and had to be put back on by a professional. The Tenant was not present to dispute the allegations.
11. Evidence before me indicated that the Tenant had broke the garage door in the past, but fixed the damage himself. There was no explanation as to why the damage wasn't repaired this time by the Tenant.
12. As the Tenant did not reimburse the Landlord \$1,500.00 or the damage caused to the garage door or fix the damage himself by December 15, 2022, the Tenant did not void this portion of the N5 Notice in accordance with section 62(3) of the *Residential Tenancies Act, 2006* ("Act").
13. The Landlord alleged that the Tenant harassed the garage technician and did not allow originally the repair of the garage door. The Tenant has corrected their behaviour as it relates to interfering and/or harassing the garage technician because the Tenant did not interfere with any repairman during the remedial period. As a result, this portion of the N5 Notice has been voided.
14. I also find that the Landlord is entitled to an order for \$1,500.00, which represents the reasonable out-of-pocket expenses that the Landlord has incurred to repair the undue damage the Tenant caused to the garage door.

Daily compensation, NSF charges, rent deposit

15. The Tenant was required to pay the Landlord \$32,794.52 in daily compensation for use and occupation of the rental unit for the period from December 29, 2022 to December 13, 2023. All rent payments made after December 29, 2022 shall be applied to this amount.
16. Based on the Monthly rent, the daily compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from eviction

19. I have considered all of 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 March 15, 2024 pursuant to subsection 83(1)(b) of the Act.

20. The Tenant has continuously failed to pay for any utilities and has not offered any rationale for failing to repay the Landlord what is owing. There was no evidence before me that would give me any indication that the Tenant is able to pay the utilities moving forward. On a balance of probabilities, with the Tenant not present at the hearing, I conclude that the tenancy should be terminated.
21. The Tenant's representative indicated that the Tenant may be suffering from some health issues, including potentially mental health, and this has caused the Tenant to fall on tough times. Therefore, it would not be unfair to grant a short delay in the eviction.

**It is ordered that:**

1. The tenancy between the Landlord and Tenant is terminated March 15, 2024.
2. The Tenant shall pay to the Landlord \$6,392.68, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
3. The Tenant shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage to the garage door.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant owes the Landlord is \$32,794.52 for use of the rental unit from December 29, 2022 to December 13, 2023, less any rent payments the Tenant has made to the Landlord since December 29, 2022.
6. The Tenant shall also pay the Landlord compensation of \$93.70 per day for the use of the unit starting December 14, 2023 until the date the Tenant moves out of the unit.
7. The Board's monetary jurisdiction is \$35,000.00. Therefore, if the total amount owing by the Tenant for compensation, utilities and damages exceeds \$35,000.00, the amount that the Tenant must pay is reduced to \$35,000.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2024 at 7.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 15, 2024, then starting March 16, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 16, 2024.

**February 26, 2024**  
**Date Issued**

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Brett Lockwood  
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 September 16, 2024 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.