



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

**Citation:** Bakir v Okeefe, 2024 ONLTB 16013

**Date:** 2024-03-13 **File**

**Number:** LTB-L-071095-23

2024 ONLTB 16013 (CanLII)

**In the matter of:** 4307, 88 SCOTT ST  
TORONTO ON M5E0A9

**Between:** Ingy Bakir  
IPG Management Group

Landlords

**And**

Lidia Okeefe

Tenant

Ingy Bakir and IPG Management Group (the 'Landlords') applied for an order to terminate the tenancy and evict Lidia Okeefe (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

Ingy Bakir and IPG Management Group (the 'Landlord') also applied for an order requiring Lidia Okeefe (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 February 20, 2024.

The Landlord, Ingy Bakir and the Landlord's Legal Representative, Allistair Trent and the Tenant's Agent's Christine Holubinsky and Rebecca Foster attended the hearing.

**Determinations:**

Adjournment request denied

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction. Therefore, the Tenant shall be required to abide by the conditions ordered below, failing which the tenancy may be terminated in accordance with this order.
2. At the outset the Hearing the Tenant's Agents requested an adjournment, stating that the Tenant had tested positive for Covid on February 19, 2024 and as a result was unable to attend the hearing. The Landlord opposed this adjournment request stating that they were not notified ahead of time and that the hearing could easily proceed with the Tenant participating by telephone or zoom which would allow them to participate from the comfort of their own home.
3. The Landlord also stated that the Tenant has recently paid all of the utilities in full and that the only issue for the Board to consider at this point is Section 83 arguments as to whether I should deny, delay or grant standard termination of the residential tenancy.
4. The Tenant's Agents confirmed that the utilities had now been paid in full and the account was brought to a zero balance and that the Tenant's Agents had a sufficient understanding and knowledge of the circumstances to address any section 83 issues but mentioned that the Tenant did state they would like to participate.
5. After hearing submissions from both parties, I denied the request to adjourn. The Tenant's Agents stated that the Tenant had tested positive for Covid on February 19, 2024 but did not provide any specific details as to why the Tenant was unable to participate by zoom or telephone and/or specific reasons or conditions that the Tenant was experiencing that prevented the Tenant from participating in this hearing.

N5 notice – unpaid utilities

6. The Tenant was in possession of the rental unit on the date the application was filed.
  
7. On September 1, 2023, the Landlord gave the Tenant an N5 notice of termination by placing the notice under the door of the rental unit, being deemed served September 1, 2024. The notice of termination contains the following allegations: The Tenant has substantially interfered with the Landlord's reasonable enjoyment, lawful right and or interest by virtue of failing to pay the utility accounts as it falls due. The Landlord alleged that the Tenant owed \$3,787.91 up to August 30, 2023. In order to void this notice, the Tenant was required to pay the outstanding utilities directly to the service provider and bring the account back to a zero balance.
8. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Landlord testified that the Tenant did not bring the account to a zero balance between the voiding period of September 1, 2023 through to September 7, 2023.
9. The Tenant's Agents did not contest that the Tenant was required to pay the utilities or that the utility account was not brought back to a zero balance during the voiding period as referenced above Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006 (Act)*.
10. The Tenant's Agent's stated that the Tenant has recently paid all of the outstanding utility account and that the account has a zero balance as of the date of the hearing. The Tenant's Agent's also stated that the primary reason for the outstanding account was not due to financial difficulty but rather communications issues which have now for the most part been resolved.
11. The Landlord did not contest that the utility account has now been brought down to a zero balance but testified that that this has been an ongoing problem for some time now and that the Tenant's failure to pay the utility account and maintain said account in good standing substantially interferes with the Landlord in that they constantly received letters informing them of the outstanding accounts, stating that any unpaid amounts will be charged back to the Landlord. The Landlord also stated that this may negatively affect their credit and causes and/or creates undue stress as well as the financial losses of having to retain legal representation every time the Tenant fails to meet the conditions of the residential lease agreement.
12. I find that the Tenant failing to pay the utilities by the void date in the notice to substantially interfere with the Landlord as it results in the Landlord having to

incur unnecessary costs such as the filing an application to the Landlord and Tenant Board as well as costs associated with retaining legal counsel.

13. The Tenant was required to pay the Landlord \$13,633.97 in daily compensation for use and occupation of the rental unit for the period from October 1, 2023 to February 20, 2024. The Landlord stated that no daily compensation was outstanding at the time of the hearing and that the Landlord did not wish to pursue this portion of the application.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

15. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
16. The Landlord was seeking a standard order to terminate the tenancy.
17. The Tenant's Agent's stated that the Landlord did not incur any financial losses as all of the utilities had now been paid in full and that moving the forward the Tenant has a direct ;line of communication with the service provider and can assure that any/all utility payments can be made in full and on time if the Tenant is permitted to continue the residential tenancy.
18. I believe that it would not be unfair to grant relief from eviction on a conditional basis because the Tenant has paid a significant amount to bring the utility account back into good standing. Despite this action being taken after the voiding period, I find that the action shows intent to bring the tenancy back into good standing. This order allows the Landlord to seek termination of the tenancy in the event of any breaches of the conditions provided for in this order.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. During the period March 20, 2024 to April 30, 2025, the Tenant shall ensure that the utility account is maintained in good standing by making all required utility payments in full by the due date provided by the utility provider.
3. If the Tenant fails to comply with the conditions set out in paragraph two of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The

