



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

Citation: Patel v Rabe, 2023 ONLTB 81367

Date: 2023-12-20

File Number: LTB-L-062395-22

In the matter of: 8 THATCHER ST
CAMBRIDGE ON N3C0C3

Between: Dilipkumar Patel Landlord
Stonegate Legal Services Professional Corporation

And

Julie Rabe Tenant
Ashley Rabe
Joseph Leeman
Patti Fish

Dilipkumar Patel and Stonegate Legal Services Professional Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Rabe, Ashley Rabe, Joseph Leeman and Patti Fish (the 'Tenant') because:

- The Tenant did not pay the utilities the Tenant owed.

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

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 water utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 2, 2023.

The Landlord and their Representative Berkan Altun attended the hearing.

As of 10:09 am, 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination and daily compensation in the application.
2. Therefore, the Tenant will be ordered to pay the unpaid utilities bill and I will order eviction and payment of daily compensation.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent for the unit was \$2,300. The daily rate is calculated as $(\$2,300 \times 12) / 365 = \75.61 .
5. The Landlord collected a rental deposit in the amount of \$2,300.
6. Interest has not been paid on the deposit for the period from June 8, 2019 to November 2, 2023 in the amount of \$158.95.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. Compensation for unpaid utilities

The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.

9. The Landlord served the Tenant with an N5 notice of termination ("N5 notice") alleging the Tenant did not pay the utility bills.
10. The N5 notice was served on 21 September 2022, with a void date of 11 October 2022.
11. The 7 day void period was from 22 September 2022 to 28 September 2022.
12. The Tenant did not void the N5 by paying all the outstanding water costs.
13. The L2 application was filed on October 25, 2022, within 30 days of the termination date on the first N5 notice.
14. At the hearing, I allowed the Landlord to amend the L2 by reducing the amount of expenses for the water bill, as there was no prejudice to the Tenant (see Rule 15 of the LTB Rules of Procedure).
15. The Landlord also requested an amendment to the L2 application to claim daily compensation. It would appear that the Tenant may have been served with notice of the

application by email. However, I am not satisfied that the Tenant consented to service of documents by email, and thus I am not satisfied that the Tenant had notice of this amendment. As a result, this amendment is not allowed.

16. The Landlord will incur reasonable out-of-pocket expenses of \$1,851.10 (balance of unpaid water bills) as a result of the Tenant's failure to pay water costs.
17. The Landlord testified at the hearing.
18. As a result of the Tenant's failure to pay water costs, the City of Cambridge added the arrears for the water account to the Landlord's property taxes.
19. The Tenant has paid some, \$875, but not all of the water bills.
20. The water account is still outstanding.
21. The outstanding amount is \$911.88 up to October 25, 2022 (the date of the application).
22. The amount owing after the application is \$938.12 up to the 19 October 2023.
23. I am satisfied, based on the Landlord's uncontested evidence, that these fees were incurred by the Tenant during the term of the tenancy, at the rental unit.
24. The Landlord has proven that they incurred reasonable out-of-pocket expenses as a result of the Tenant's failure to pay water costs.
25. **Relief from eviction**
26. 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 not to grant relief from eviction.
27. The Landlord was not aware of any reason to grant relief from eviction, nor was the Tenant present to provide any reason.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 4, 2025.
2. The Tenant shall move out of the unit on or before January 4, 2024.
3. If the unit is not vacated on or before January 4, 2024, then starting January 5, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 January 5, 2024.
5. The Tenant shall pay \$1,851.10 in unpaid water bills, on or before January 4, 2024.

6. The Tenant shall pay any new water bills falling due after October 19, 2023, and the Landlord shall provide the Tenant with proof of any such unpaid water bills owing up to January 4, 2024.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,458.95 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Landlord owes the Tenant is \$421.85, which is the last month's rent deposit and interest owing, minus the unpaid utilities and the filing fee. The Tenant also owes any water costs incurred after October 19, 2023.
10. If the Tenant does not pay the Landlord the full amount owing on or before January 04, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 05, 2024 at 7.00% annually on the balance outstanding.

December 20, 2023

Date Issued

James Campbell

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 July 5, 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.

