



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

Citation: Sabra v Elsharafah, 2023 ONLTB 74142

Date: 2023-11-09

File Number:
LTB-L-025978-22

In the matter of: 95 UPMINSTER WAY
NEPEAN ON K2J5G2

Between: Iman Sabra
Abdul Menhem Khalife

Landlords

and

Mahmoud Elsharafah
Amal Elsharafah
Asma Alhafez

Tenants

Iman Sabra and Abdul Menhem Khalife (the 'Landlords') applied for an order to terminate the tenancy and evict Mahmoud Elsharafah, Amal Elsharafah and Asma Alhafez (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 1, 2023.

Only the Landlords attended the hearing.

As of 9:56am, the Tenants were 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 Landlords served the Tenants with an N5 Notice of Termination alleging wilful or negligent damage of the rental unit. The Landlords also requested the out-of-pocket expenses that the Landlord had to pay in order to repair the damages caused by the Tenant.
2. At the hearing, IS testified that the Tenants vacated the rental unit on October 30, 2022. The Landlords are only seeking compensation for the out-of-pocket expenses that the Landlords had to pay because the Tenants did not pay utility costs that they were required to pay under the terms of the tenancy agreement while they were living in the rental unit.
Amending the Application
3. At the hearing, the Landlords sought to amend the application to include additional costs that only became known to the Landlords after the Landlords filed the application.
4. IS testified that on October 24, 2023, she sent a copy of both outstanding utilities bills to the Tenants by email. The Landlords provided a copy of the email in support of this statement.
5. Based on the evidence provided, I am satisfied that the Tenants had notice of the additional costs the Landlords were seeking and the Landlords' request to amend the application is granted. The application is amended to state that the Landlords are seeking \$6,581.24 in reasonable out-of-pocket expenses the Landlords incurred or will incur as a result of the unpaid utilities costs.

Unpaid Utilities

6. The Landlords presented a copy of the tenancy agreement indicating that water is not included in the rent. IS testified that the Tenants signed an authorization agreement to bill tenant form for the water utility and it was filed with the City of Ottawa. The Landlords submitted a copy of the agreement in support of this statement.
7. IS testified that there is a balance owing of \$6,505.11 for water charges incurred up to and including October 28, 2022. IS testified that they have also incurred interest charges of \$76.13 due to the outstanding balance on the account. The Landlords submitted copies of the invoices received from the City of Ottawa showing these charges.

8. Based on the uncontested evidence presented at the hearing, I find, on a balance of probabilities, that the Tenants were responsible for paying the cost of the water utilities for the rental unit. Accordingly, I am satisfied that the Tenants' non-payment of the City's water bills has substantially interfered with the Landlords' lawful right to have the utility bills paid by the Tenants under the tenancy agreement.
9. The Landlords have incurred \$6,581.24 in reasonable out-of-pocket expenses as a result of the unpaid utilities and the Landlords are entitled to reimbursement of those costs pursuant to section 88.1 of the *Residential Tenancies Act, 2006* (the 'Act').
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlords \$6,581.24, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utilities costs.
2. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Tenants owe the Landlords is \$6,767.24.
4. If the Tenants do not pay the Landlords the full amount owing on or before November 27, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 28, 2023 at 7.00% annually on the balance outstanding.

November 9, 2023

Date Issued

Candace Aboussafy

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.