



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** Webster v Drum, 2023 ONLTB 65617

**Date:** 2023-10-05 **File Number:**  
LTB-L-057007-22-RV

**In the matter of:** 4099 Highway #35  
Cameron Ontario K0M1G0

**Between:** Alan Webster Landlord

**And**

Richard Drum Tenants  
Lauren Hamrick  
Samantha Francis

### Review Order

Alan Webster (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Drum, Lauren Hamrick, and Samantha Francis (the 'Tenants') because the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's 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 resolved by order LTB-L-057007-22 issued on August 24, 2023. The Landlord's application was dismissed.

On September 18, 2023, the Landlord requested a review of the order on the basis that the order contains serious errors.

A preliminary review of the review request was completed without a hearing.

### Determinations:



1. I have listened to the June 28, 2023 hearing recording, reviewed the hearing order, and reviewed the Board's application record. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
2. The Landlord alleges that the order contains unreasonable findings of fact, specifically:
  1. The unpaid utility bill that is the subject of the Landlord's application is for \$162.55, not \$236.00 as stated in the order; and
  2. The utility bill is for the cost of propane, not the capital costs of switching to a new propane tank, as stated in the order.
  3. The Landlord also writes in their request to review that the Member "misconstrued the facts by stating that the Tenants are not responsible for the capital costs of upgrading or changing the system, as the amount the landlord claimed had nothing related to the cost of the system but was the harassment and interference by the tenants in refusing to adhere to the lease". The Landlord then lists three examples, "refusing to give copy of insurance per lease, refusing to pay rent on time, and causing landlords credit information to be besmirched". It is not entirely clear what serious error the Landlord is alleging but I take from this that the Landlord believes the Member incorrectly focused on the utility bills and neglected, or made unreasonable findings, regarding the other portions of the Landlord's application.

### Findings of Fact

4. The Landlord's application concerns an N5 Notice of Termination ('N5 notice') which alleges, among other things, that the Tenants have substantially interfered with the Landlord by failing to pay a utility bill dated March 2, 2022. In his request to review the Landlord alleges that the order makes two unreasonable findings of fact about the bill.
5. First, the amount outstanding from the March 2, 2022 bill is \$162.55, not \$236.00 as stated in the order.
6. I note that the March 2, 2022 bill attached to the N5 notice is for a total of \$236.00. What I suspect is that the Landlord believes the Tenants are only responsible for a portion of the bill, however that was not clear from the Landlord's testimony at the hearing. As such it was reasonable for the Member to rely on the stated amount in the bill.
7. Additionally, whether the bill is for \$236.00 or \$162.55 is not a serious error. The Member correctly understood that the Landlord was alleging that the March 2, 2022 bill was outstanding. A mistake about the amount of the bill would not have changed the hearing result.



8. Second, the Landlord states that the utility bill is for the cost of propane, not the cost of switching to a new system, renting a propane tank, or priming the tank, as found in the order. While the Landlord testified at the hearing that the bill was for the cost of propane, the bill itself contradicts that. The bill describes the services performed as “propane tank rental” and “primed propane tank”. The bill does not include a separate charge for propane.
9. As such I find that the Member’s determination is reasonable and rationally connected to the evidence. It is therefore entitled to deference.
10. For those reasons, the Landlord’s request to review based on unreasonable findings of fact is denied.

#### Other Aspects of the N5 Notice

11. The Landlord’s request to review appears to assert that the Member incorrectly focused on the utility bills and neglected, or made unreasonable findings, regarding other portions of the Landlord’s N5 notice.
12. The other claims on the Landlord’s N5 notice are that:
  - 1) the Tenants have substantially interfered with the Landlord by causing him to serve numerous notices of termination, namely an N8 notice for persistent late payment, and an N4 notice for unpaid rent; and
  - 2) the Tenants have substantially interfered with the Landlord by failing to provide a copy of their insurance policy coverage.
13. At paragraphs 3 and 4 of the order the Member addresses these claims. The Member correctly notes that there is no application before him based on an N4 or N8 notice and therefore dismisses that portion of the Landlord’s application. The Member also finds that the Tenants have had insurance throughout their tenancy and provided copies of their policies.
14. The Member’s findings are reasonable and rationally connected to the evidence. Reasonable determinations will not be interfered with on review. As such this portion of the Landlord’s request for review is also dismissed.

#### **It is ordered that:**

1. The request to review order LTB-L-057007-22 issued on August 24, 2023 is denied.



**October 5, 2023**

**Date Issued**

Amanda Kovats

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.