



**Order under Section 69 and 88.2 of the
Residential Tenancies Act, 2006**

Citation: Beehive Windows and Doors v Lorna Dawson, 2023 ONLTB 39818

Date: 2023-05-31

File Number: LTB-L-044185-22

In the matter of: 1996 LONDON LINE
SARNIA ON N7T7H2

Between: Beehive Windows and Doors Landlord

And

Logan Burdett Tenant
Lorna Dawson
Mike Burdett

Beehive Windows and Doors (the 'Landlord') applied for an order to terminate the tenancy and evict Logan Burdett, Lorna Dawson and Mike Burdett (the 'Tenant') because:

- the Landlord requires possession of the rental unit in order to demolish the unit.

The Landlord also claimed 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 utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 17, 2023.

Only the Landlord's Legal Representative Kira Passell ('KM') attended the hearing.

As of 9:40 a.m., 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. Prior to the commencement of the hearing, the Landlord's Legal Representative requested an amendment to the L2 application. KM stated that the amended L2 application was served on the Tenant on February 28, 2023 by placing it in their mailbox and filed a certificate of service confirming same. As I was satisfied based on the uncontested evidence and submissions before me that the amended L2 had been served on the Tenants, the amendment was granted.
2. KM submitted that the Tenant signed an N9 form stating they would vacate as at March 4, 2023 but the Tenant actually vacated the rental unit as at March 5, 2023. As the Tenant had vacated the rental unit, the amended L2 application based on an N13 notice of termination is moot.
3. However, the Landlord also sought compensation in their amended L2 application, alleging that the Tenant failed to pay water, hydro and gas costs that they were required to pay under the terms of the tenancy agreement.
4. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the amount of \$4,057.52 shall be ordered to be paid by the Tenant to the Landlord.
5. The Tenant was in possession of the rental unit on the date the application was filed. Pursuant to the tenancy agreement, which was submitted into evidence, states that the tenancy began on December 1, 2021 but the Tenant vacated the rental unit as at March 5, 2023.
6. The tenancy agreement clearly states that the Tenant is responsible for hydro, water and gas costs.
7. Bluewater Power issued to the Landlord an invoice dated February 6, 2023 for the period December 21, 2022 to January 20, 2023 in the amount of \$178.22 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
8. Bluewater Power issued to the Landlord an invoice dated January 9 2023 for the period November 19, 2022 to December 20, 2022 in the amount of \$276.86 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
9. Bluewater Power issued to the Landlord an invoice dated December 5, 2022 for the period October 1, 2022 to November 18, 2022 in the amount of \$197.58 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
10. Bluewater Power issued to the Landlord an invoice dated November 4, 2022 for the period September 21, 2022 to October 20, 2022 in the amount of \$201.95 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
11. Bluewater Power issued to the Landlord an invoice dated October 6, 2022 for the period August 20, 2022 to September 20, 2022 in the amount of \$299.20 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.

12. Bluewater Power issued to the Landlord an invoice dated September 6, 2022 for the period July 21, 2022 to August 19, 2022 in the amount of \$310.72 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
13. Bluewater Power issued to the Landlord an invoice dated August 4, 2022 for the period June 21, 2022 to July 20, 2022 in the amount of \$284.87 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
14. Bluewater Power issued to the Landlord an invoice dated July 8, 2022 for the period May 21, 2022 to June 20, 2022 in the amount of \$230.24 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
15. Bluewater Power issued to the Landlord an invoice dated June 13, 2022 for the period April 21, 2022 to May 20, 2022 in the amount of \$200.35 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
16. Enbridge issued to the Landlord an invoice dated February 8, 2023 for the period of January 7, 2023 to February 6, 2023 in the amount of \$415.04 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
17. Enbridge issued to the Landlord an invoice dated January 11, 2023 for the period of December 7, 2022 to January 6, 2023 in the amount of \$358.14 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
18. Enbridge issued to the Landlord an invoice dated December 8, 2022 for the period of November 4, 2022 to December 6, 2022 in the amount of \$324.88 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
19. Enbridge issued to the Landlord an invoice dated November 8, 2022 for the period of October 8, 2022 to November 3, 2022 in the amount of \$121.35 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
20. Enbridge issued to the Landlord an invoice dated October 12, 2022 for the period of September 8, 2022 to October 7, 2022 in the amount of \$49.81 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
21. Enbridge issued to the Landlord an invoice dated September 13, 2022 for the period of July 8, 2022 to September 7, 2022 in the amount of \$1.63 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
22. Enbridge issued to the Landlord an invoice dated August 11, 2022 for the period of July 8, 2022 to August 9, 2022 in the amount of \$51.31 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
23. Enbridge issued to the Landlord an invoice dated July 11, 2022 for the period of June 13, 2022 to July 7, 2022 in the amount of \$32.42 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.

24. Enbridge issued to the Landlord an invoice dated June 14, 2022 for the period of June 8, 2022 to June 12, 2022 in the amount of \$53.10 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
25. KM requested a further amendment to the L2 application to include two additional invoices that was received from the Landlord several days after the Tenant vacated the rental unit. KM submitted that the two additional invoices were mailed to the Tenant on April 15, 2023 to the rental unit and the mail were not returned. As such, KM submitted that she believes the Tenant had their mail forwarded to their new address and the Tenant received the invoices. As the Tenant was not present to provide submissions and based on the uncontested submissions from the Landlord's Legal Representative, the further amended to the L2 application was granted.
26. Enbridge issued to the Landlord an invoice dated March 10, 2023 for the period of February 7, 2023 to March 7, 2023 in the amount of \$324.34 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
27. Bluewater Power issued to the Landlord an invoice dated March 7, 2023 for the period of January 21, 2023 to February 17, 2023 in the amount of \$145.51 which was provided to the Tenant by the Landlord. The Tenant did not pay this invoice.
28. KM stated that every aforementioned invoice was provided to the Tenant and that the Tenant has failed to pay the water, hydro and gas utility costs as they were required to pay under the terms of the tenancy agreement.
29. The Board gained the jurisdiction to order a tenant to pay unpaid utilities effective September 1, 2021, when section 88.2 of the *Residential Tenancies Act, 2006* (the 'Act') came into force:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force. 2020, c. 16, Sched. 4, s. 20.

...

88.2(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or

former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.

30. Based on the uncontested evidence and submissions before the Board, I find, on a balance of probabilities that the Landlord has incurred reasonable out-of-pocket expenses of \$4,057.52 as a result of the Tenant's failure to pay water, hydro and gas costs.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. This order contains all of the reasons in this matter and no further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,057.52 which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall also pay to the Landlord \$186.00.00 for the cost of filing the application.
3. The total amount the Tenant shall pay to the Landlord is \$4,243.52.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2023 at 6.00% annually on the balance outstanding.

May 31, 2023

Date Issued

Heather Chapple

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.