



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

Citation: Christopher Richardson v Kayla Riley, 2023 ONLTB 37613

Date: 2023-05-18

File Number: LTB-L-028778-22

In the matter of: 173 LANSDOWNE AVE S
SARNIA ON N7S1G7

Between: Christopher Richardson Landlord

And

Kayla Riley Tenant

Christopher Richardson (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Riley (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.

Christopher Richardson (the 'Landlord') also applied for an order requiring Kayla Riley (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 3, 2023.

Only the Landlord attended the hearing.

As of 1:07 p.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. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation for unpaid utilities in the application. Therefore, the Tenant will be ordered to pay \$1,174.18 for the water utility bill as required per the tenancy agreement.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The tenancy was terminated by a previous Board order LTB-L-081534-22-EX issued on March 22, 2023, the Tenant moved out of the rental unit on March 27, 2023.

Order Page 1 of 2

File Number: LTB-L-028778-22

2023 ONL TB 37613 (CanLI)

Compensation for unpaid utilities

4. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement, as evidenced at the time of hearing.
5. The Landlord has incurred reasonable out-of-pocket expenses of \$1,174.18, as a result of the Tenant's failure to pay water costs. The amount owing was for utility provided by Bluewater Power up the period the Tenant moved out the rental unit.
6. The Landlord withdrew the claims for the cost of the hot water heater rental to Reliance Home Comfort.
7. Since I found that the Landlord has incurred out-of-pocket expenses for the water utility that the Tenant was required to pay under the terms of the tenancy agreement, the Tenant will be ordered to pay this amount to the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,174.18, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 30, 2023 at 6.00% annually on the balance outstanding.

May 18, 2023

Date Issued

Alicia Johnson

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.

Order Page 2 of 2