



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

Citation: Wenjun Min v Roshga Dixon, 2023 ONLTB 37905

Date: 2023-05-17

File Number: LTB-L-032406-22

In the matter of: 273 WILLIAM FORSTER RD
MARKHAM ON L6B0T7

Between: Wenjun Min Landlord

And

Roshga Dixon Tenant

Wenjun Min (the 'Landlord') applied for an order to terminate the tenancy and evict Roshga Dixon (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;
- the Tenant has been persistently late in paying the Tenant's rent.

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.
- the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord and the Landlord's Legal Representative, Jordan Nieuwhof, attended the hearing.

As of 10:45 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. As explained below, the Landlord has proven on a balance of probabilities the grounds the claim for compensation in the application.
2. The Landlord's Legal Representative submitted that as the Tenant vacated approximately August 17, 2022, the Landlord is only pursuing reimbursement of 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. The L2 application was amended to add unpaid utilities in the amount of \$2,809.86 and was served to the Tenant on April 24, 2023. After the application was amended, the Landlord received a bill in the amount of \$19.48 for water charges the Tenant was responsible but did not pay. The Landlord emailed the Tenant about these charges; the email was uploaded to the portal.
3. The Landlord's Legal Representative requested to amend the amended application to also include the \$19.48 water charges, the Tenant owes a total of \$2,809.86 for unpaid utility charges. The Representative's request granted; the Tenant was aware prior to the hearing that the Landlord was seeking these charges also.
4. The Tenant was in possession of the rental unit at the time the application was filed.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Based on the uncontested evidence before me, I find the Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement. As a result, the Landlord has incurred reasonable out-of-pocket expenses of \$2,829.34 as a result of the Tenant's failure to pay heat, electricity and/or water costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,829.34, 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 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$3,015.34.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 29, 2023 at 6.00% annually on the balance outstanding.

May 17, 2023
Date Issued

Diane Wade
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.

