



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

Citation: Mirasola v Hitchcock, 2023 ONLTB 30594

Date: 2023-04-12

File Number: LTB-L-028136-22

In the matter of: 110 FORTIS CRES
BRADFORD ON L3Z 0W3

Between: John Mirasola Landlords
Salvatore Mirasola

And

Shane D Hitchcock Tenant

John Mirasola and Salvatore Mirasola (the 'Landlords') applied for an order to terminate the tenancy and evict Shane D Hitchcock (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords 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 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 February 6, 2023.

Only the Landlord Salvatore Mirasola and the Landlord's agent Amanda Mirasola attended the hearing.

As of 10:10 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:

N12 Notice of Termination

1. The Tenant vacated the rental unit on June 17, 2022.
2. As the Tenant has vacated the rental unit, the Landlord's application seeking termination of the tenancy and vacant possession for the Landlord's own use is now moot. The only

remaining issue on the Landlord's application is for out-of-pocket expenses with respect to the unpaid utilities.

The Utilities Claim

3. The Landlords claim that the Tenant has not paid the utilities that were required to be paid as according to the lease agreement. In support of his testimony, the Landlord provided the Board with the lease agreement and copies of utility bills which appear to be unpaid.
4. According to the Landlord's documentary evidence, the lease agreement Tenant indicates the Tenant is responsible for water utilities and according to the water bill records, the Tenant currently owes the \$393.95 for unpaid water bills, to Town of Bradford West Gwillimbury Water, from March to June 2022.
5. The Landlords are seeking a total of \$393.95 in unpaid utilities.
6. The *Residential Tenancies Act, 2006 (Act)* section 88.2 states, in part:
 - (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
 - ...
 - (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.
7. The Landlords received a notice from the Town of Bradford West Gwillimbury dated July 11, 2022 regarding the unpaid water bill and were forced to pay the water bill in full \$393.95 themselves on July 25, 2022 and submitted documentary evidence confirming they incurred out-of-pocket expenses.
8. Based on all of the evidence before me, I am satisfied on the balance of probabilities that the Tenant failed to pay the utility costs totalling \$393.95 he was required to pay and this portion of the Landlord's application should be granted.

It is ordered that:

1. The tenancy between the Landlords and the Tenant was terminated on June 22, 2022.
2. The Tenant shall pay to the Landlords \$393.95, for the unpaid utilities claimed by the Landlords.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.

4. The total amount the Tenant shall pay the Landlords is \$597.95.
5. If the Tenant does not pay the Landlords the full amount owing on or before April 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2023 at 6.00% annually on the balance outstanding.

April 12, 2023
Date Issued

Greg Witt
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.