



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

Citation: Inter Faith Homes (Halton) Corporation v Ngambany, 2023 ONLTB 30451

Date: 2023-04-11

File Number: LTB-L-024063-22

In the matter of: 298 RIMMINGTON DR
OAKVILLE ON L6H3N5

Between: Inter Faith Homes (Halton) Corporation Landlord

And

Monsoni Ngambany Tenant

2023 ONLTB 30451 (CanLII)

Inter Faith Homes (Halton) Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Monsoni Ngambany (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Inter Faith Homes (Halton) Corporation (the 'Landlord') also applied for an order requiring Monsoni Ngambany (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 March 22, 2023.

Only the Landlord's agent Cameal Johnson and the Landlord's representative Matt Anderson attended the hearing.

As of 9:40 am, 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 and Reasons:

Preliminary Issue:

1. On the date of the hearing, the Board consented to the Landlord's request to amend the application to bring the utility arrears to current. The Tenant was provided with copy of the

amendment request and was aware of the Landlord's request to amend the application. The Landlord couriered the information to the Tenant earlier in March 2023.

The N5 Notice

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rental unit is a townhouse complex.
5. The tenancy began around August 2016.
6. The Landlord's disclosure included various communications, lease agreement, ledger and invoices.
7. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
8. On March 1, 2022, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant has failed to pay the utilities as required by the lease agreement.
9. The Landlord's application seeks reimbursement for their payment of the rental unit's water, sewage, water tank rental and hydro. Under clause (vii) of the tenancy agreement, the Tenant is responsible for paying the utilities. The Landlord advised the Tenant at the onset of the tenancy that these utility accounts must be in his own name and responsible for payment of these utilities.
10. Cameal Johnson is the Property Manager for the Landlord and testified that the Tenant was aware of his responsibilities. When the Tenant fails to make these payments, the total is transferred to the tax roll with payment required by the Landlord. She said that the arrears for utilities for the period ending August 2021 in the amount of \$742.19 was transferred to the tax roll. As the accounts are in the Tenant's name, and for privacy reasons, the Landlord does not receive copy of the utility bills and only finds out once the breach has occurred and transferred to the tax roll.
11. Cameal Johnson also testified that the Tenant has made attempts to pay the outstanding amounts and brought the account into good standing but has since breached again by failing to pay the required amounts. She said the Landlord has attempted to communicate with the Tenant on several occasions but the Tenant has not attended to the new utility arrears amount of \$1,411.77 to March 2023.
12. I find that the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not bring the utilities into good standing within the 7 day voiding period. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
13. The Landlord is not seeking termination of the tenancy. The Landlord acknowledges that the Tenant brought the account into good standing by paying the outstanding arrears and costs and requests from the Board a conditional order.

14. In accordance with subsection 83(2) of the Residential Tenancies Act, 2006 ('the Act'), it would not be unfair to grant the Tenant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall bring the utility accounts into good standing on or before May 31, 2023.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

April 11, 2023

Date Issued

Dana Wren

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.