



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

Citation: Kahlon v Clarke, 2023 ONLTB 20621

Date: 2023-02-27

File Number: LTB-L-024711-22

In the matter of: 52 EXMOOR DR
ETOBICOKE ON M8W1R5

Between: Rajvir Kahlon Landlord

And

Rondael Clarke Tenant

Rajvir Kahlon (the 'Landlord') applied for an order to terminate the tenancy and evict Rondael Clarke (the 'Tenant') because:

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

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 further applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 7, 2023.

Only the Landlord and the Landlord's legal representative, Larry Plener, attended the hearing.

Throughout the entire hearing block, 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.

Preliminary Issues:

1. At the hearing, the Landlord requested permission to withdraw the claim for reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The Landlord wished to bring a new application with respect to the damage. I granted the Landlord's request.
2. The Landlord requested an order for arrears of rent. As explained at the hearing, the Board does not have jurisdiction to award arrears of rent in this particular application. The Landlord was informed of his right to file an L10 application for arrears of rent.

File Number: LTB-L-024711-22

Determinations:

N13 Notice of Termination:

3. On January 28, 2022, the Landlord gave the Tenant an N13 notice of termination with the termination date of May 31, 2022.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on June 20, 2022. As such, the tenancy is terminated effective June 20, 2022.

Compensation for unpaid utilities:

6. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
7. The Landlord has incurred reasonable out-of-pocket expenses of \$3,142.66 as a result of the Tenant's failure to pay heat, electricity and/or water costs.
8. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 20, 2022.
2. The Tenant shall pay to the Landlord \$3,142.66, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$3,343.66.

5. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2023 at 5.00% annually on the balance outstanding.

March 20, 2023

Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

File Number: LTB-L-024711-22

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.