



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

**Citation:** De Jong v Hall, 2023 ONLTB 20128

**Date:** 2023-02-08

**File Number:** LTB-L-032886-22

**In the matter of:** 313 Elgin Street  
Sarnia Ontario N7T5B5

**Between:** Obbe De Jong Landlord

**And**

Doris Hall Tenant

Obbe De Jong (the 'Landlord') applied for an order requiring Doris Hall (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 January 25, 2023.

Only the Landlord and the Landlord's Legal Representative, Ted Smith, attended the hearing.

As of 10:09 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. The Landlord's request to amend the application to include utility charges, in the amount of \$228.31, incurred after the application was filed is granted; the request was sent to the Board and the Tenant prior to the hearing date, therefore there is no prejudice to the Tenant as the Tenant was aware.
2. The Landlord filed the L2 application because the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
3. The Landlord testified that at the time the application was filed \$1,031.54 was outstanding, and after it was filed, another \$228.31 was not paid; the total the Tenant has not paid in water bills is \$1,313.81. The Tenant is required to pay electricity, heat and water per the lease; she transferred the electricity and heat into her name but not the water. The Tenant has not paid the water since November 2022; the bills are still coming in the Landlord's name, c/o the Tenant, and the Tenant is not reimbursing the costs.
4. The lease sets out that the Tenant is required to pay the water bills and the invoices from Bluewater Energy support the amount being requested.

5. Based on the uncontested testimony and evidence before me, I find the Landlord has incurred or will incur reasonable out-of-pocket expenses of \$1,313.81 as a result of the Tenant's failure to pay water costs.
6. The Landlord incurred costs of \$201.00 to file the application and is entitled to reimbursement of these expenses.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,0313.81, 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 \$201.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$1.514.81.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 20, 2023 at 5.00% annually on the balance outstanding.
5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**February 8, 2023**  
**Date Issued**

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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.