



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

**Citation:** Chekan v Humphries, 2023 ONLTB 17539

**Date:** 2023-01-31

**File Number:** LTB-L-024664-22

**In the matter of:** 958 Woodland Ave  
Sarnia ON N7V3W8

**Between:** Gloria Chekan Landlord

**And**

Kate Humphries Tenant

Gloria Chekan (the 'Landlord') applied for an order to terminate the tenancy and evict Kate Humphries (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 23, 2023.

Only the Landlord attended the hearing.

As of 10:00 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:**

1. The Tenant vacated the rental unit on September 30, 2022.
2. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall be ordered to pay the Landlord compensation for utility expenses and for use of the rental unit after the termination date.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on September 30, 2022.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord collected a rent deposit of \$1,000.00 From the Tenant. Interest on the rent deposit, in the amount of \$105.31 is owing to the Tenant for the period from April 1, 2022 to September 30, 2022.
7. The Tenant failed to pay the Blue Water Power account that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$688.46 as a result of the Tenant's failure to pay the Blue Water Power costs.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2022, the date the Tenant vacated the rental unit.
2. The Tenant shall pay to the Landlord \$1,960.69, which represents compensation for the use of the unit from May 1, 2022 to September 30, 2022, less the payments made by the Tenant, the last month's rent deposit, and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Tenant also pay the Landlord's reasonable out-of-pocket expenses in the amount of \$688.46
5. The total amount the Tenant owes the Landlord is \$2,835.15.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from every 12 2023 at 5.00% annually on the balance outstanding.

**January 31, 2023**  
**Date Issued**

Richard Ferriss  
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.