



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

Citation: Desveaux v Schneider, 2023 ONLTB 15583

Date: 2023-01-24

File Number: LTB-L-013683-22

In the matter of: 517 INDIAN RD N
SARNIA ON N7T7G5

Between: Brittany Desveaux Landlords
Meghan Desveaux

And

Jennifer Schneider Tenant

Brittany Desveaux and Meghan Desveaux (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Schneider (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Brittany Desveaux and Meghan Desveaux (the 'Landlords') also applied for an order to terminate the tenancy and evict Jennifer Schneider (the 'Tenant') because the Tenant has been persistently late paying the rent.

Brittany Desveaux and Meghan Desveaux (the 'Landlords') also applied for an order to terminate the tenancy and evict Jennifer Schneider (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.

Brittany Desveaux and Meghan Desveaux (the 'Landlords') also applied for an order requiring Jennifer Schneider (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' 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 12, 2023.

Only the Landlords Brittany Desveaux and Meghan Desveaux attended the hearing.

As of 11:04 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. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.

L1 application

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
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 August 4, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
5. The lawful rent was \$1,720.40. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to August 4, 2022 are \$8,828.24.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$30.63 is owing to the Tenant for the period from February 3, 2021 to August 4, 2022.

L2 Application

11. Since the Tenant had vacated the rental unit prior to the hearing, the Landlord withdrew the N8 portion of their L2 application and proceeded only with their claim for unpaid utilities.
12. The Landlord served the Tenants a voidable N5 Notice of Termination on February 24, 2022 claiming the Tenants have not paid the water utility bill they are responsible for while living at the rental unit. The Notice sets out when the costs were incurred and the amounts owing for water.
13. Section 88.2 of the Act reads as follows:

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; and
14. While the Landlord originally sought eviction in addition to an order for payment of the unpaid utilities, the application proceeded dealing only with the outstanding utility costs as the Tenant had already vacated the rental unit by the hearing date.
15. The Landlords submitted a final invoice from the City of Sarnia covering the address of the rental unit. The invoice is for water supply until the date the Tenant vacated on August 4,

2022. The invoice is addressed to: Meghan Desveaux c/o Jennifer E Schneider. The final amount owing on the invoice and the amount sought by the Landlords is \$1,239.19. While no lease agreement was submitted by the Landlords showing the Tenant was required to pay the water bill, I find the existence of the Tenant's name on the invoice itself to be evidence of their responsibility to pay it, just as the Landlords have testified.

16. The Landlords' evidence was the Tenant has not made any payments toward the outstanding water bill since vacating the rental unit in August 2022.
17. Based on the uncontested evidence of the Landlords, I find on a balance of probabilities the Tenant has not paid the water utility costs they were required to pay under the tenancy agreement.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 4, 2022, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$7,283.61. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant.
3. The Tenant shall also pay to the Landlord \$1,239.19 for the unpaid water utility bill.
4. The total amount the Tenant owes the Landlord is \$8,522.80. See Schedule 1 for the calculation of this amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 5, 2023 at 5.00% annually on the balance outstanding.

January 24, 2023
Date Issued

John Cashmore
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$8,828.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$30.63
Plus the amount owing for the unpaid water utility bill	1,239.19
Total amount owing to the Landlord	\$8,522.80

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