



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

Citation: Milisavljevic v Bergeron, 2023 ONLTB 15625

Date: 2023-01-19

File Number: LTB-L-012807-22

In the matter of: 3031 Brimley Drive
Windsor ON N8R1L9

Between: Zoran Milisavljevic Landlord

And

Chris Bergeron Tenant

Zoran Milisavljevic (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Bergeron (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.

Zoran Milisavljevic (the 'Landlord') also applied for an order requiring Chris Bergeron (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 11, 2023.

Only the Landlord and the Landlord's Legal Representative, Peter Guzina, attended the hearing.

As of 11:23 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 served the Tenant a N5 notice of termination because the Tenant, another occupant of the rental unit or someone the Tenants 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 termination date on the notice was March 3, 2023.
2. The Landlord's Legal Representative submitted that as the Tenant had already been evicted pursuant to order LTB-L-012773-22 dated October 31, 2022, the Landlord was only pursuing payment of the outstanding utility arrears.

3. The Tenant was responsible for 60% of the gas and water; the utility bills established that the Tenant owed the following:
 - Enbridge Gas \$1,315.03
 - Enwin (water and electricity) \$2,499.22
4. The Landlord also referred to the emails to the Tenant with respect to the amounts owing. The bills are for the period October 2021 through October 2022.
5. The total amount the Tenant owes the Landlord for utilities is \$3,814.26.
6. Although the L2 application provides a lower amount, which was the amount owing at the time the application was filed, the Landlord's disclosure, which was provided to the Tenant, is clear that the Landlord is seeking the total amount of \$3,814.26.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,814.26, 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 \$186.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$4,000.25.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 30, 2023 at 5.00% annually on the balance outstanding.

January 19, 2023
Date Issued

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.

