



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

**Citation:** Vella v Strathern, 2023 ONLTB 14296

**Date:** 2023-01-09

**File Number:** LTB-L-074912-22 (SWL-47950-20)

**In the matter of:** 273 Elliott Street  
Cambridge ON N1R2L6

**Between:** Giovanni Vella Landlord

**and**

Jim Strathern Tenant

**Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-074912-22**

Giovanni Vella (the 'Landlord') applied for an order to terminate the tenancy and evict Jim Strathern (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.

This application was heard by videoconference on November 7, 2022.

Only the Landlord and the Landlord's representative attended the hearing.

**Determinations:**

1. On December 2, 2020, the Landlord served a voidable N5 Notice of Termination ('N5 notice') by mail, deemed served on December 7, 2020. The N5 notice alleged that the Tenant's behaviour has substantially interfered with the Landlord's reasonable enjoyment of the residential complex or his lawful right, privileges, or interests.
2. In the N5 notice, the Landlord alleges that the Tenant failed to pay the water bills in accordance with the terms of the lease, resulting in the outstanding amount owing being added to the Landlord's property taxes by the regional authorities.
3. On an N5 Notice of Termination, a tenant is afforded the opportunity to void the notice by correcting the offensive behaviour or stopping the activity within seven days of being served with the N5 notice. In this particular case, the voiding period was from December 7, 2020 to December 14, 2020. The Landlord testified that the Tenant did not correct the problems within the time period set out in the N5 notice of termination.

4. The Landlord filed their L2 Application to End a Tenancy and Evict a Tenant ('L2 application') with the Board on December 24, 2020.

#### Legislation & Analysis

5. Subsection 64(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c.17 (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

6. Based on the uncontested evidence before the Board, I find that the tenancy agreement provides that the Tenant is responsible to pay for water bill for the rental unit as was claimed in the N5 notice.
7. The Landlord testified that this is a pattern of behaviour displayed by the Tenant. He told the Board that the Tenant is aware of his obligation and believes that his conduct is intentional and intended to inconvenience the Landlord.
8. I find that non-payment of the water bills is a breach of the terms of the tenancy agreement and the non-payment has led to the overdue amounts being added to the Landlord's property taxes. I therefore find that the Tenant has substantially interfered with the lawful right, privileged or interest of the Landlord by failing to comply with their responsibility under the tenancy agreement, by failing to pay the water bill on an ongoing basis.
9. The Landlord seeks payment of the water bill charges that were added to the Landlord's property tax bill as per the N5 notice, an order that the Tenant bring the water bill account in good standing, and termination of the tenancy.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord has incurred the cost of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### It is ordered that:

1. On or before January 20, 2023, the Tenant shall pay to the Landlord the amount charged to the Landlord for unpaid water bills in the amount of \$2,283.49. This amount represents

the water bill charges that have been added to the Landlord's property tax bill as of the date of the hearing.

2. On or before January 20, 2023, the Tenant shall ensure that the outstanding water account is in good standing in accordance with the requirements of the terms of his lease and that all payments requirements of the lease regarding payment of monthly water bill charges are complied with, with in full- and on-time payments for each and every month, for the twelve (12) month period following the date of this order.
3. If the Tenant fails to comply with paragraph 1 or 2 above, the Landlord may apply to the Board under section 78 of the Act, within 30 days of the breach without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2023 at 5.00% annually on the balance outstanding.

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**January 9, 2023**

**Date Issued**

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Natalie James

Member, Landlord and Tenant Board

South West-RO  
150 Dufferin Avenue, Suite 400, 4th Floor  
London ON N6A5N6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 21, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.