



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

Citation: HURON GREEN INC. v Fields, 2022 ONLTB 12636
File Number: LTB-L-006016-22

In the matter of: PO BOX 67, 212 COLUMBIA DRIVE
HURON PARK ON N0M1Y0

Between: HURON GREEN INC. Landlord

And

Shawn Fields Tenant

HURON GREEN INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Fields (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.

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

HURON GREEN INC. (the 'Landlord') also applied for an order requiring Shawn Fields (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 October 19, 2022.

Only the Landlord's legal Representative C. Dawdy attended the hearing.

As of 10:08 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:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenant is ordered to pay \$188.68 outstanding for the utility bill.
- The Tenant was in possession of the rental unit on the date the application was filed.
- The Tenant was required to pay the Landlord \$7,095.57 in daily compensation for use and occupation of the rental unit for the period from February 14, 2022 to October 19, 2022.

4. The Tenant has been up to date on his rent payments.
5. Based on the Monthly rent, the daily compensation is \$28.73. This amount is calculated as follows: $\$873.78 \times 12$, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Tenant failed to pay the water chargeback that they were required to pay under the terms of the tenancy agreement on a quarterly basis.
8. The Landlord's Legal Representative said that the Tenant was sent the rental ledger and the Notice of Hearing on October 3, 2022. When the N5 was filed on January 11, 2022, the water bill outstanding was \$442.03 so the Tenant has paid part of the bill but not the entirety. The outstanding balance of the water bill is \$188.68 on the day of the hearing. The Tenant did not void the N5 served for the outstanding utility bill within the seven day voiding period.
9. The Landlord has incurred reasonable out-of-pocket expenses of \$188.68 as a result of the Tenant's failure to pay the water chargeback till the date of the hearing and that has caused substantial interference to their lawful rights and privileges.
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 pursuant to subsection 83(1) of the Act. I am willing to grant the Tenant extra time to pay the utility charges since the amount claimed is not substantial.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - The Tenant must pay \$188.68 to the Landlord on or before December 18, 2022.
 - The Tenant must also continue to pay utilities in time for subsequent 12 months starting from January 1, 2023.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$374.68.
5. If the Tenant does not pay the Landlord the full amount owing on or before December 15, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2022 at 4.00% annually on the balance outstanding.

December 7, 2022
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

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