



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

**Citation:** Sufian v Sanders, 2022 ONLTB 13666

**Date:** 2022-12-05

**File Number:** LTB-L-003861-22

**In the matter of:** Basement Unit, 610 CORONATION BLVD  
CAMBRIDGE ON N1R3E8

**Between:** Abu Sufian, Papia Sultana Landlord

**And**

Jordan Sanders Tenant

Abu Sufian, Papia Sultana (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Sanders (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

Abu Sufian, Papia Sultana (the 'Landlord') also applied for an order requiring Jordan Sanders (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 September 22, 2022.

Only the Landlord attended the hearing.

As of, 10:48 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. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

2022 ONLTB 13666 (CanLI)

3. On January 21, 2022, the Landlord gave the Tenant an N8 notice of termination with a termination date of March 31, 2022.
4. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 12 months.
5. After the N8 notice was served, the Tenant did not make any rent payments at all from February 2022 up to the date of the hearing, September 2022.
6. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that the rent is due.

#### Compensation for unpaid utilities

7. Tenant failed to pay hydro, gas and water costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord submitted a copy of the lease agreement that confirms that the Tenant is responsible for 30% of the hydro, gas and water bills.
9. The Landlord also submitted copies of the bills that the Tenant is responsible for. The Landlord submitted a chart that shows the breakdown of the bills from May 2021 to December 2021 and the 30% portion the Tenant is responsible for.
10. Based on the uncontested evidence before me, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$577.33 as a result of the Tenant's failure to pay their portion of the hydro, gas and water costs from the period starting May 2021 to December 2021.

#### Relief from eviction

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 16, 2022.
2. If the unit is not vacated on or before December 16, 2022, then starting December 17, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after December 17, 2022.

4. The Tenant shall pay to the Landlord \$577.33, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$763.33
7. If the Tenant does not pay the Landlord the full amount owing on or before December 16, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 17, 2022 at 4.00% annually on the balance outstanding.

**December 5, 2022**

**Date Issued**

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Emily Robb

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on June 17, 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.