



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

Citation: Covaceuszach v Taube, 2022 ONLTB 13662

Date: 2022-12-02

File Number: LTB-L-004270-22

In the matter of: 229 MAIN ST E
GRIMSBY ON L3M1P5

Between: Ivanka Covaceuszach Landlord

And

Kirk Porterfield, Tracy Taube Tenant

Ivanka Covaceuszach (the 'Landlord') applied for an order to terminate the tenancy and evict Kirk Porterfield, Tracy Taube (the 'Tenants') 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.

Ivanka Covaceuszach (the 'Landlord') also applied for an order requiring Kirk Porterfield, Tracy Taube (the 'Tenants') 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's Legal Representative, J. Nieuwhof attended the hearing.

As of 10:55 a.m., the Tenants were 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 the claim for compensation in the application.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on April 30, 2022, as such, the Landlord is seeking an order for unpaid utilities.
4. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.

5. The Landlord submitted an email from the Tenant acknowledging their responsibility to pay the water bill as well as copies of the water bills that the Tenant is responsible for totalling \$751.60.
6. Based on the uncontested evidence before me, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$751.60 as a result of the Tenant's failure to pay the water bills over a period starting from January 2019 up to September 2021.
7. The Landlord also incurred costs in the amount of \$186.00 to file the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$751.60, 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 Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenants owe the Landlord is \$937.60.
4. If the Tenants do not pay the Landlord the full amount owing on or before December 13, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 14, 2022 at 4.00% annually on the balance outstanding.

December 2, 2022

Date Issued

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.