



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

**Citation:** Sang v Roy, 2022 ONLTB 12756

**Date:** 2022-11-22

**File Number:** LTB-L-008133-22

**In the matter of:** Upper Unit, 323 ELMWOOD AVE  
Richmond Hill ON L4C1L7

**Between:** Rui Sang Landlord

**And**

Corrin Viola Roy, Tenants  
Wade de Souza

Rui Sang ('RU' or the 'Landlord') applied for an order to terminate the tenancy and evict Corrin Viola Roy and Wade de Souza ('CVR' and 'WdS' or collectively, the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (N5 notice).

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement. (altogether, the L2 application)

This L2 application was heard by videoconference on November 2, 2022.

Only the Landlord's Agent, Lei Wang ('LLA'), attended the hearing.

As of 10:12 am, 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 stated in the L2 application, on February 10, 2022, the Landlord served the Tenants an N5 notice of termination. The notice of termination set out a termination date of March 3, 2022 (if not voided) and contains the following allegations: on October 23, 2021 and February 9, 2022, excess garbage was spread around the rental unit building and in the back yard interfering with the other tenant of the building; and on February 10, 2022, the Tenants owed a total of \$1,128.06 in unpaid utility (gas, water, electricity) bills.
2. At the hearing, LLA submitted that the Tenants were evicted from the rental unit on September 20, 2022. LLA stated the eviction was the result of the enforcement of another

LTB order (LTB-L-002471-21). Based on LLA's submission, I find that the tenancy between the parties ended on September 20, 2022.

3. LLA then requested a narrowing of this L2 application to just deal with the outstanding utility bills. As narrowing the application presented no real prejudice to the Tenants, I consented to LLA's request.
4. LLA testified that under the tenancy agreement between the parties, the Tenants were responsible for 2/3 of the building's utility bills whereas the lower lever unit tenant was responsible for 1/3 of those bills.
5. LLA testified the Tenants did not void the N5 notice; specifically, he stated the original amount of unpaid utility bills were not paid by the Tenants and in fact increased month after month until the tenancy ended. LLA testified that the final amount of utilities owing to the end of the tenancy are \$3,763.60 (exhibit LL#1) and he confirmed the Landlord is also seeking filing costs.
6. Based on the Landlord's evidence presented by LLA, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the L2 application. Therefore, the order below will reflect the finding in paragraph 5 above, and include the cost of filing of the application (\$186.00).

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants was terminated as of September 20, 2022.
2. The Tenants shall pay to the Landlord \$3,763.60, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants owe the Landlord is \$3,949.60.
5. If the Tenants do not pay the Landlord the full amount owing of \$3,949.60 on or before December 3, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 4, 2022 at 4.00% annually on the balance outstanding.

**November 22, 2022**

**Date Issued**

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

Alex Brkic

Member, Landlord and Tenant Board

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