



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

**Citation:** Ramos v Wood, 2022 ONLTB 9315

**Date:** 2022-10-31

**File Number:** LTB-L-002852-21

**In the matter of:** 2, 248 CEDAR ST  
SIMCOE ON N3Y2H9

<b>Between:</b>	Delaney Ramos	Landlord
	<b>And</b>	
	Darlene Wood	Tenant

2022 ONLTB 9315 (CanLII)

Delaney Ramos (the 'Landlord') applied for an order to terminate the tenancy and evict Darlene Wood (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 by failing to pay the water bills.

Delaney Ramos (the 'Landlord') also applied for an order requiring Darlene Wood (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 July 14, 2022.

Only the Landlord attended the hearing.

As of 9:22 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.

N5 Notice of Termination

3. On October 13, 2021, the Landlord gave the Tenant a first, voidable N5 notice of termination, with a termination date of November 30, 2011. The N5 notice was issued to the Tenant for her failure to pay the water bill and the Tenant was advised that the city

added the unpaid water bill to the Landlord's property tax bill. The Landlord asked the Tenant to repay them \$849.65 for the water bill.

4. The Tenant did not void the first N5 notice by paying the Landlord \$849.65 for the water bill.
5. On November 26, 2021, the Landlord gave the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act) with a termination date of December 31, 2021. The notice of termination contains the following allegations: the Tenant failed to pay the water bill and the city added the water bill charges to the Landlord's property tax bill.
6. The Tenant failed to pay the water bill that they were required to pay under the terms of the tenancy agreement.
7. This conduct substantially interferes with a lawful right, privilege, or interest of the Landlord because the outstanding charges were added to the Landlord's property tax bill.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$849.65 as a result of the Tenant's failure to pay the water bill. The Landlord provided copies of the letters they received from Norfolk County for the water bill pertaining to the rental unit.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Based on the uncontested evidence provided by the Landlord, I find that the Tenant failed to pay the water bill. I have no reason to deny the eviction requested by the Landlord.

**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 10, 2022.
2. If the unit is not vacated on or before December 9, 2022, then starting December 10, 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 10, 2022.
4. The Tenant shall pay to the Landlord \$849.65, which represents the reasonable out-of-pocket expenses the Landlord has incurred 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 \$1,035.65.

7. If the Tenant does not pay the Landlord the full amount owing on or before December 9, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 10, 2022, at 4.00% annually on the balance outstanding.

**October 28, 2022**  
**Date Issued**

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Poeme Manigat  
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 10, 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.