



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

**Citation:** GREENBOARD HOLDINGS LTD. v George, 2022 ONLTB 9529

**Date:** 2022-10-25

**File Number:** LTB-L-003913-22

**In the matter of:** 2311, 170 CHALKFARM DR  
TORONTO ON M3L2H9

**Between:** GREENBOARD HOLDINGS LTD.

Landlord

**And**

Angus George

Tenant

GREENBOARD HOLDINGS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Angus George (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.

This application was heard by videoconference on September 20, 2022.

The Landlord's agent, Mariela Tamayo, the Landlord's legal representative, Geoff Paine, and the Tenant attended the hearing.

**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. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below. If the Tenant fails to comply with the conditions set out 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 4, 2022, the Landlord served a first (voidable) N5 with a termination date of February 3, 2022. This application was filed on January 21, 2022.
4. At the time the application was filed the only remedies sought by the Landlord was termination of the tenancy and compensation for each day the Tenant remained in the unit

after the termination date. There was no claim made on the application for compensation for outstanding utility costs.

5. The Landlord is relying on subsection 64 of the *Residential Tenancies Act, 2006* (the 'Act') to seek an order terminating the tenancy and evicting the Tenant.

6. **N5 Notice of Termination**

On January 4, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served on January 4, 2022. The notice of termination contains the following allegations: The Tenant has not signed up for or paid hydro bills since the tenancy commenced on July 1, 2017. Pursuant to the Tenancy agreement between the parties, the Tenant is required to register and pay for their own hydro use. On November 2, 2021, the submetering company disconnected power to the rental unit for the nonpayment of the hydro bill and the Landlord was charged a disconnection, reconnection and an afterhours emergency fee totalling \$643.87. Further, the notice indicates that the Tenant is to reimburse the Landlord for unpaid hydro invoice from July 1, 2017, to December 16, 2021, and all related hydro charges totalling \$ 5,199.84, and is to register for their own hydro bill and provide proof of same to the Landlord.

7. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. As of the date of the hearing, The Tenant has not registered with the hydro company. The Landlord's representative claimed the Tenant has not paid the hydro charges to the Landlord. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. I am satisfied that the Tenant has not paid to the Landlord all related hydro charges totalling \$ 5,199.84.
9. The Landlord relied on two witnesses at the hearing, Mariela Tamayo('M.T.') and Malasia Hewitt ('M.H.').
10. MT testified that pursuant to the lease agreement and rental application between the parties, the Tenant is responsible for paying the hydro and has not paid the hydro charges since the Tenant moved into the rental unit. The Tenant has not registered with the hydro company. She also testified that a copy of the executed lease agreement between the parties was provided to the Tenant. MT also testified that she has communicated with the Tenant to ask him to complete the hydro form, but the Tenant has refused to sign it. The Landlord filed a copy of the lease agreement and the rental application with the Board. I take note that the lease agreement is signed by both parties, and it indicates that the Tenant is responsible for paying utility charges directly to the supplier.
11. MH testified she was the one that executed the lease agreement with the Tenant. She testified that she explained to the Tenant that he was responsible for paying the hydro and had also provided the necessary form(s) to be completed. MH testified that she has followed up with the Tenant, but he refuses to complete the form. She testified that as per the lease agreement and the rental application the Tenant is responsible for the hydro payments.

12. The Tenant confirmed that he met with MH and signed the lease agreement. He also testified that he spoke with an individual named "Sam" and when this person reached out to him about not signing the form, he advised Sam that his lease agreement does not reference any hydro payments for which the Tenant is responsible. The Tenant explained that there was change in property management, and he never signed any form because "Sam" advised the Tenant that Sam will take care of it. The Tenant claimed that he went to the Landlord to show his version of the lease agreement, and that no one has contacted him about hydro. He testified he would've remembered if MH told him about the hydro form. The Tenant did not file his copy of the lease agreement with the Board.
13. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the Tenant has substantially interfered with the lawful right, privilege, or interest of the Landlord. Both parties acknowledge signing a lease agreement, and pursuant to the terms of the lease agreement, the Tenant is responsible for the hydro charge. The Tenant also signed the rental application, which indicates that the Tenant is responsible for hydro directly to the supplier. It is more likely than not that the Tenant was aware that he was responsible for the hydro charges based on the execution of the lease agreement, the terms of which are supported by their inclusion in the rental application.
14. I do not accept the Tenant's evidence that he signed a lease that did not require him to pay for hydro. I do not find evidence in this regard to be credible. The Tenant did not file a copy of his version of the lease agreement, which I would have reasonably expected him to do if he in fact possessed one. Similarly, the Tenant did not call "Sam" as a witness to support his version of events.

#### Daily Compensation

15. The Tenant was required to pay the Landlord \$13,233.92 in daily compensation for use and occupation of the rental unit for the period from to September 20, 2022, less any monies paid by the Tenant.
16. Based on the Monthly rent, the daily compensation is \$57.79. This amount is calculated as follows: \$1,757.78 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.
19. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord's representative claimed that the Landlord is requesting a conditional Order whereby the Tenant has 30 days from the date of this order to comply with conditions such as to pay the incurred utility cost of \$5,199.84.

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

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. No Later than December 1, 2022, the Tenant shall transfer the utility hydro to his name and provide proof to the Landlord that he has done so.
3. No later than December 1, 2022, the Tenant shall pay all outstanding utilities.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 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.
5. No Later than December 1, 2022, The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

**November 1, 2022**  
**Date Issued**

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Inderdeep Padda  
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 May 6, 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.