



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

**Citation:** Mills v Mitres, 2024 ONLTB 69860

**Date:** 2024-09-18

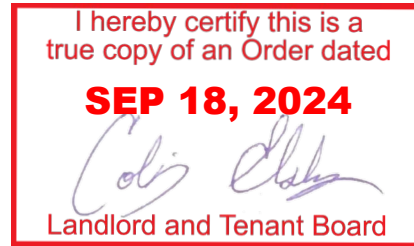
**File Number:** LTB-L-094666-23

**In the matter of:** 68 POINT HOPE PL  
WHITBY ON L1N9P9

**Between:** Andith Mills  
Troy Mills

**And**

Alexandra Sandra Mitres



Landlord

Tenant

Andith Mills and Troy Mills (the 'Landlord') applied for an order to terminate the tenancy and evict Alexandra Sandra Mitres (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (**L1 Application**); and
- 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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises. (**L2 Application**)

Andith Mills and Troy Mills (the 'Landlord') also applied for an order requiring Alexandra Sandra Mitres (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. (**L2 Application**)

This application was heard by videoconference on September 10, 2024.

The Landlord, Andith Mills, the Landlord's legal representative, Mitchell Kent, and the Tenant attended the hearing.

**Determinations:**

*L2 Application*

1. The Landlord's L2 application for eviction is moot as the Tenant vacated the rental unit. The claim for reasonable out of pocket expenses relating to the Tenant's failure to pay utility costs still proceeded.

2. It was undisputed that the Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord submitted copies of the lease showing that the Tenant was responsible for these costs and copies of the utility bills.
3. Therefore, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$358.66 as a result of the Tenant's failure to pay utility costs.

*L1 Application*

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on May 28, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. The lawful rent is \$2,500.00. It was due on the 24th day of each month.
8. The Tenant has paid \$500.00 to the Landlord since the application was filed.
9. The rent arrears owing to May 28, 2024 are \$15,910.95.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$57.88 is owing to the Tenant for the period from June 26, 2023 to May 28, 2024.
13. The Tenant did not dispute the Landlord's L1 application.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of May 28, 2024, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$13,539.07. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay to the Landlord \$358.66, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 29, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 30, 2024 at 7.00% annually on the balance outstanding.



**September 18, 2024**

**Date Issued**

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Colin Elsby

Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$16,410.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$57.88
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$13,539.07</b>