



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

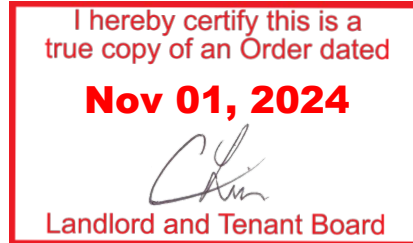
File Number: LTB-L-067780-23

In the matter of: Lower (Unit B), 349 WEST ST
BRANTFORD ON N3R3V8

Between: Pamela O'hagan
Glenn Brown

And

Keasha Maile
Jacob Deane



Landlord

Tenants

Pamela O'hagan and Glenn Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Keasha Maile and Jacob Deane (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

Pamela O'hagan and Glenn Brown (the 'Landlord') also applied for an order requiring Keasha Maile and Jacob Deane (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.

This application was heard by videoconference on July 3, 2024.

Only the Landlord, Pamela O'hagan and the Landlord's Legal Representative, Jordan Nieuwhof attended the hearing.

As of 9:50 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.

It is determined that:

1. The Landlord testified at the hearing that the Tenants had vacated on September 10, 2023 and that they were only seeking an order for the unpaid utilities pursuant to section 88.2 of the *Residential Tenancies Act, 2006* (the 'Act'). As the Tenants have already vacated, the application for eviction is moot and I did not consider it.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for the Tenants to pay utility costs that they were required to pay under the terms of the

tenancy agreement. Therefore, the amount the Tenants shall pay the Landlord is \$268.21 which represents the costs of the unpaid utilities and the cost of filing this application.

3. The Landlord testified at the hearing that the Tenants are responsible for 40% of the utility usage as per the lease agreement.
4. The Landlord testified at the hearing that the Tenants failed to pay the following portions of bills for utilities:
 1. \$7.59 for the Enbridge gas bill for the billing period of March 21, 2023 to April 21, 2023.
 2. \$24.83 for the Enbridge gas bill for the billing period of April 22, 2023 to May 19, 2023.
 3. \$16.20 for the Enbridge gas bill for the billing period May 20, 2023 to June 21, 2023.
 4. \$18.92 for the Enbridge gas bill for the billing period June 22, 2023 to July 18, 2023.
 5. \$14.68 for the Enbridge gas bill for the billing period of July 19, 2023 to August 22, 2023.
5. The Landlord testified that the invoices were served to the Tenants in accordance with the Board's rules prior to the Tenants vacating and that the above utilities have not been paid as of the date of the hearing and entered into evidence copies of the utility bills for the periods of March 21, 2023 to August 22, 2023. The Landlord testified that the amount outstanding for utilities is \$82.21 for the periods of March 21, 2023 to August 22, 2023. I am satisfied that the Tenant was aware that the Landlord was seeking these amounts in the application.
6. Section 88.2 of the Act allows the Landlord to apply to the Board for an order requiring a Tenants to pay utility costs that they were required to pay under the terms of the tenancy agreement.
7. I accept the Landlord's evidence that the Tenants vacated on September 10, 2023. The Tenants were in possession at the time of filing.
8. I also accept the Landlord's evidence that the Tenants were responsible for 40% of the utilities as per the lease agreement.
9. Based on the uncontested evidence of the Landlord, I find that the Tenants failed to pay the heat costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord has incurred reasonable out-of-pocket expenses of \$82.21 as a result of the Tenants' failure to pay heat costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$82.21, 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 \$268.21.
4. If the Tenants do not pay the Landlord the full amount owing on or before November 12, 2024, the Tenants will start to owe interest. This will be simple interest calculated from November 13, 2024 at 6.00% annually on the balance outstanding.

November 1, 2024
Date Issued



Christopher Lin
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.