



Order under Section 69/88.2 Residential Tenancies Act, 2006

Citation: Khattak v Weam, 2025 ONLTB 45210

Date: 2025-06-11

File Number: LTB-L-009956-25

In the matter of: 90 Keith Crescent
Niagara On The Lake ON L0S1J0

Between: Saqib Khattak

And

Hanieh Weam
Hani Ibrahim Mohamed Hassaan

I hereby certify this is a
true copy of an Order dated

JUN 11, 2025

Landlord and Tenant Board

Landlord

Tenants

Saqib Khattak (the 'Landlord') applied for an order to terminate the tenancy and evict Hanieh Weam and Hani Ibrahim Mohamed Hassaan (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

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.

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 June 9, 2025.

The Landlord, the Landlord's Legal Representative, Hamna Habib, and the Tenants attended the hearing. The Tenants spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. At the hearing, the Landlord's Legal Representative, confirmed the Landlord was seeking an amendment to the L2 Application to add the sum of the utility arrears to add \$527.00, for the water charges and 254.40 for the hot water tank rental due to the passage of time and further billing by the municipality for water utilities and the hot water tank rental.
2. An application can be amended during a hearing where the Board is satisfied the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding. In this circumstance, I find that it is appropriate to amend the application to reflect the correct sum of utility arrears the Landlords are seeking in this

application. Moreover, the Tenants did not dispute this amendment request, but confirmed they owe the water utility charges as per the tenancy agreement.

3. As explained below, the Landlord has only proven on a balance of probabilities the grounds for reasonable out of pocket expenses incurred because of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
Therefore, the Tenants shall pay the Landlord \$527.00 on or before June 22, 2025.
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. On February 4, 2025, the Landlord gave the Tenants an N8 notice of termination, with a termination date of April 19, 2025, the last day of the rental period. The notice of termination alleges persistent late payments from 2021, it does not list what the lawful rent was and what the Tenants paid as installments just various dates that installments were made by the Tenants. Moreover, the Landlord's Legal Representative confirmed on questioning from the Board that the Landlord's bank statements were not attached to the N8 notice served on the Tenants as per the N8 notice but was uploaded to the Tribunals Ontario Portal.
6. Notwithstanding, the service of the bank statements prior to the hearing to the Tenants, the Tenants confirmed upon questioning that the N8 Notice was confusing. The Landlord is required to establish that: (a) that the N8 is valid; and (b) that the Tenant was persistently late in paying rent.
7. At the outset of the hearing, I raised my concern that the N8 did not satisfy the requirements of subsection 43(2) of the *Residential Tenancies Act, 2006* (the 'Act'), which provides, in part:

*43(2) If the notice is given by a landlord, it **shall also set out the reasons and details respecting the termination and inform the tenant that,** (emphasis added)*

8. *In Ball v Metro Capital Management Inc.* [[2002] OJ No 5931 (Div Crt)] the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to:
 - (a) allow the tenant to be in a position to know the case to be met before the Board;
 - (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice,
 - (c) allow the tenant to stop the conduct or activity or correct the omission.
9. The Divisional Court found that, to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct. The N8 served upon the Tenants was vague in my opinion, for 2021 it did not include the months the rent was late and on what date the Tenants paid the rent, and how much of the rent was paid, as it simply stated the rent was not paid for 4 months. For the years of 2023, 2024 and 2025 It was simply a summary that the Tenant had been late on the various months and when installments were made, the N8 notice did not even list the quantum of payments made by the

Tenants, or what the lawful amount of rent was during the periods included. The Landlord Legal Representative testified that she had the Landlord Bank Statements, with the dates and payments made by the Tenants but upon questioning she testified that this was not provided to the Tenants with the N8 notice of termination, as stated in the N8 notice.

10. I find that to satisfy the requirements of subsection 43(2) and Ball v. Metro, a N8 must provide the date on which the Landlord asserts that rent was actually paid in the months that the Landlord assert that Tenants paid the rent late, and what was paid. In my view, that information is necessary for the Tenants to be in a position to know the case to be met before the Board and to decide whether or not to dispute the allegations made by the Landlord in support of the request that the tenancy be terminated, and the Tenants evicted.
11. Based on the foregoing, I find that the N8 served by the Landlord does not satisfy the requirements of subsection 43(2) of the Act and, and thus is invalid, as a result, the eviction portion of the L2 application must be dismissed.
12. The Landlord's Legal Representative submitted that the Landlord was seeking reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay water bills and hot water tank rental that they were required to pay under the terms of the tenancy agreement.
13. The Landlord was advised they could not seek the cost of the hot water tank rental, as reasonable out of pocket expenses for unpaid utilities under the terms of the tenancy agreement. The Landlord did not seek a further amendment to their application regarding the same. The Landlord sought the \$527.00 for unpaid water utilities by the Tenants pursuant to the tenancy agreement.

Compensation for unpaid utilities

14. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement and submitted testimony and consented to the Landlord's claim of \$527.00 in unpaid water utilities.
15. The Landlord has incurred reasonable out-of-pocket expenses of \$527.00 because of the Tenants' failure to pay the water bills. The Landlord submitted copies of the bills for these charges at the hearing, and a tenancy agreement indicating that these charges were the responsibility of the Tenants, which both were served on the Tenants and the Tenants acknowledged.
16. The Landlord has proven that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement. Therefore, I am satisfied that the Landlord has incurred \$527.00 in out-of-pocket expenses. Hence, the Landlord's request for compensation for the Tenants failure to pay utility costs pursuant to s.88.2 of the Act is granted.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Tenants shall pay to the Landlord \$527.00, 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 the Tenants shall pay the Landlord is \$713.00.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 22, 2025, the Tenants will start to owe interest. This will be simple interest calculated from June 23, 2025, at 5.00% annually on the balance outstanding.



June 11, 2025
Date Issued

Panagiotis Peter Roupas
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.