



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

File Number: LTB-L-001120-25

In the matter of: 6939 SHADE HOUSE CRT
MISSISSAUGA ON L5W1C3

Between: Junaed Rasheed
Muniba Khan

And

Altaf Alikhan

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

JUN 27, 2025

Landlord and Tenant Board

Landlord

Tenant

Junaed Rasheed and Muniba Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Altaf Alikhan (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

Junaed Rasheed and Muniba Khan (the 'Landlord') also applied for an order requiring Altaf Alikhan (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 May 8, 2025.

Only the Landlord attended the hearing.

As of 10:13 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:

- The Tenants were in possession of the rental unit on the date the application was filed.
- The Landlord's uncontested evidence was that the tenancy was terminated as a result of a Board order issued for Landlord's own use. The Landlord enforced the order, and the Tenants were evicted from the rental unit on March 13, 2025.
- As the issue of termination is moot and daily compensation would have been included in the order, the remaining issue before me is the Landlord's entitlement to reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs.

4. The Landlord has claimed that the Tenant has failed to pay utility bills as required by the tenancy agreement.
5. The Landlord presented a copy of a lease agreement for the rental unit, signed by the Tenant on September 7, 2020. Page 4 of the lease indicates that the Tenant is responsible for 100% of the utility costs.
6. The Tenant failed to pay heat, electricity, and water costs that they were required to pay under the terms of the tenancy agreement. The Landlord provided If the utilities are not paid, the Region of Peel transfers the amount owing to the Landlord's tax bill.
7. The Landlord provided property tax bill showing the balance outstanding as the Tenant has not paid the utility charges requested by the Landlord.
8. The Landlord submitted that the Tenant is aware of the balance outstanding as the bills and amount due are forwarded to the Tenant every time the Landlord receives a utility bill.
9. The Landlord has incurred reasonable out-of-pocket expenses of \$2,154.80 as a result of the Tenant's failure to pay heat, electricity, and water costs.
10. The Landlord requested an amendment to the application which added utilities in the amount of \$217.35 owed by the Tenant up to the end of April 14, 2025.
11. I am of the view the Landlord did not comply with rule 19 of the Boards Rules of Procedure which provides that all parties must provide the other party with copies of all evidence they intend to rely on at least 7 days before the hearing. The Landlord was unsure whether the bill was forwarded to the Tenant. As such, I do not accept the Landlord request to amend application as I am not satisfied the Tenant was made aware they were responsible for the additional cost.
12. Based on the uncontested evidence presented at the hearing, I find, on a balance of probabilities, that the Tenants were responsible for paying the cost of the utilities for the rental unit. Accordingly, I am satisfied that the Landlord has incurred \$2,154.80 in reasonable out-of-pocket expenses as a result of the unpaid utilities and the Landlords are entitled to reimbursement of those costs pursuant to section 88.2 of the Residential Tenancies Act, 2006 (the 'Act'). As such, the Landlord is entitled to this amount and my order will issue accordingly.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 13, 2025.
2. The Tenant shall pay to the Landlord \$2,154.80, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$2,340.80
5. If the Tenant does not pay the Landlord the full amount owing on or before July 9, 2025, the Tenant will start to owe interest. This will be simple interest calculated from July 10, 2025 at 5.00% annually on the balance outstanding.

June 27, 2025
Date Issued



Vinuri Sivalingam
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.