



I hereby certify this is a  
true copy of an Order dated  
**AUG 5, 2025**

Landlord and Tenant Board

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

**Citation:** Singh v Sabawi, 2025 ONLTB 59231

**Date:** 2025-08-05

**File Number:** LTB-L-015593-25

**In the matter of:** 299 FLEETWOOD DR  
OSHAWA ON L1K3E8

**Between:** Manpreet Singh

Landlord

**And**

Mohammad El Sabawi

Tenant

Manpreet Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad El Sabawi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 Application)

Manpreet Singh (the 'Landlord') also applied for an order requiring Mohammad El Sabawi (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 June 24, 2025.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

#### L1 Application

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 21, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$3,400.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 21, 2025 are \$6,390.96. The Tenant ultimately agreed that this is the amount of arrears outstanding subject to the deduction of the rent deposit being held by the Landlord.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,900.00 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.
9. Interest on the rent deposit, in the amount of \$97.77 is owing to the Tenant for the period from March 21, 2024 to March 21, 2025.
10. The Tenant gave evidence that he would pay the rent arrears outstanding on or before September 30, 2025, but required the additional time because he only recently became employed. The Tenant has vacated the rental unit and the Landlord did not submit that there would be prejudice if a delay of payment is ordered.
11. Accordingly, the Tenant shall pay to the Landlord \$2,579.19 on or before September 30, 2025.

### Section 82 Issues

12. The Tenant made submissions that he intended to raise issues pursuant to section 82 of the Act. Section 82(2) of the Act sets out requirements for Tenants who intend to raise issues in response to a Landlord's application for rent arrears, specifically:
  - (2) The requirements referred to in subsection (1) are the following:
    1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
    2. The notice shall be given within the time set out in the Rules.
    3. The notice shall be given in writing and shall comply with the Rules.
13. The Tenant testified that he was previously represented however, his former representative returned his retainer, and he was without assistance to file his list of issues and evidence.
14. The Tenant did not serve to the Landlord or file with the Board a list of issues to be raised under section 82 of the Act, nor any documents or other evidence in support of the issues to be raised. In the absence of compliance with section 82(2), and the Board's Rules of Procedure, I declined to permit the Tenant to raise issues pursuant to section 82 because the issues and evidence were not disclosed prior to the hearing.

### L2 Application

#### *Compensation for Unpaid Utilities*

15. The Landlord submitted a copy of the Tenant's lease agreement showing the Tenant is responsible for utilities specifically: gas, electricity, water/sewage, and hot water heater charges.
16. Utilities are defined in the Act as:

“utilities” means heat, electricity and water;

17. Accordingly, I find that the Landlord is only entitled to claim compensation for unpaid utilities in relation to gas and water charges. I do not find that the water heater rental is a “utility” as defined by the Act and accordingly, no compensation is ordered in relation to the water heater rental.
18. The Landlord also requested an amendment to their application to include utilities that came due after the application was filed. The Tenant did not dispute the Landlord’s amendment request and the Landlord’s application is amended to reflect a claim of \$1,005.74 for unpaid utilities.
19. The Landlord submitted copies of invoices from Enbridge Gas between December 10, 2024, up to April 9, 2025, which totals \$579.33.
20. The Landlord also submitted copies of water invoices between October 24, 2024, and March 21, 2025, which totals \$254.24. The amounts claimed by the Landlord for gas and water are calculated up to the date the Tenant vacated the rental unit on March 21, 2025.
21. The Tenant did not dispute the utilities owed and accordingly, I find that the Tenant failed to pay gas and water costs that they were required to pay under the terms of the tenancy agreement.
22. The Landlord has incurred reasonable out-of-pocket expenses of \$833.57 as a result of the Tenant's failure to pay gas and water costs.
23. The Tenant requested that the utility costs be ordered to be paid on or before October 31, 2025, to provide the Tenant with an opportunity to prioritize paying the rent arrears before beginning to pay the outstanding utility costs.
24. The Landlord did not submit that there would be prejudice if a delay of payment was granted. The Tenant shall pay to the Landlord \$833.57 on or before October 31, 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 21, 2025, the date the Tenant moved out of the rental unit.

L1 Application

2. The Tenant shall pay to the Landlord \$2,579.19. 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. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 2 on or before September 30, 2025, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2025 at 4.00% annually on the balance outstanding.

L2 Application

4. The Tenant shall pay to the Landlord \$833.57, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 4 on or before October 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2025 at 4.00% annually on the balance outstanding.

**August 5, 2025**  
**Date Issued**

  
\_\_\_\_\_  
Kyle McGraw  
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 for rent arrears as the tenancy is terminated**

Rent Owing To Move Out Date	\$6,390.96
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	- \$0.00
<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	- \$3,900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$97.77
<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>\$2,579.19</b>