



**FEB 27, 2025**

*Karen Gonçalves*  
Landlord and Tenant Board

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

**Citation:** Hashim v Nagy, 2025 ONLTB 15891

**Date:** 2025-02-27

**File Number:** LTB-L-026987-24

**In the matter of:** Main Floor, 1454 WILSON RD N  
Oshawa ON L1K2B6

**Between:** Nabila Hashim Landlords  
Salman Faruqui

**And**

Zsanett Nagy Tenants  
Zolt Nagy

Nabila Hashim and Salman Faruqui (the 'Landlords') applied for an order to terminate the tenancy and evict Zsanett Nagy, Zolt Nagy and Anita Nagy because they, another occupant of the rental unit or someone they permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another Tenants. The Landlords also claimed compensation for each day they remained in the unit after the termination date.

The Landlords also applied for an order requiring them to pay the Landlords' reasonable out-of-pocket expenses that are the result of their failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 5, 2024.

Only one of the Landlords, Salman Faruqui, and the Landlords' legal representative, George Berger, attended the hearing.

As of 10:59 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 Landlords' evidence.

**It is determined that:**

*Preliminary Issues*

*Application is amended*

1. The Landlords agreed that Anita Nagy was an occupant within the meaning of the Act and that the application should be amended to delete Anita Nagy as a tenant. The application was amended accordingly.

2. The Landlords requested that the amount claimed for outstanding utility costs be amended from \$3,179.79 to \$3,506.42, as set out in the Landlords' disclosure which the Landlords' legal representative served on the Tenants by email on October 28, 2024. The Landlords' legal representative stated that the Tenants vacated the rental unit in or around June 2, 2024 and did not provide the Landlords with a forwarding address. He stated that his email to the Tenants did not bounce back.
3. I was satisfied that the Tenants were aware of the Landlords' intention to amend the application to claim the amount of \$3,506.42 for outstanding utilities and exercised my discretion to amend the application to increase the amount claimed for unpaid utilities to \$3,506.42.

### *The Application*

4. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. The Landlords advised that the Tenants vacated the unit on June 2, 2024. Therefore, the Tenants shall pay the Landlord \$2,647.05.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. On March 2, 2024, the Landlords gave the Tenants an N5 notice of termination. The notice of termination alleged that the Tenants' failure to pay utility bills (i.e. water, hydro and gas) had substantially interfered with the Landlords' lawful rights, privileges or interests.
7. The Landlords produced a copy of the tenancy agreement [Doc 4452937]. Page 3 of 14 of the tenancy agreement indicates that the Tenant will pay 70% of the entire utilities. However, the tenancy agreement also states that gas, among other things, is included in the lawful rent. Given the terms of the tenancy agreement, the Landlord and the Landlord's legal representative agreed that the Landlord could not claim outstanding Enbridge gas bills because gas was included in the lawful rent.
8. The Tenants did not stop the conduct or activity after receiving the N5 notice of termination and the utility charges remain outstanding. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. This conduct substantially interferes with a lawful right, privilege or interest of the Landlords.
10. SF testified that the Tenants failed to pay electricity and water costs that they were required to pay under the terms of the tenancy agreement. He stated that he provided copies of all of the utility bills to the Tenants and advised them what amount they had to pay. The Tenants did not pay the utility bills, claiming that they had no money.

11. The Landlords produced copies of the following hydro bills [Doc 4414210]:

<u>Utility</u>	<u>Date of Bill or Due Date</u>	<u>Amount</u>	<u>Tenants' share (70%)</u>
Hydro	August 31, 2023	\$138.38	\$96.87
Hydro	October 2, 2023	\$115.43	\$80.80
Hydro	November 2, 2023	\$118.03	\$82.62
Hydro	November 30, 2023	\$101.46	\$71.02
Hydro	January 2, 2024	\$94.21	\$65.95
Hydro	February 2, 2024	\$104.22	\$72.95
Hydro	March 1, 2024	\$128.23	\$89.76
Hydro	April 9, 2024	\$114.06	\$79.84
Hydro	May 6, 2024	\$103.26	\$72.28
Hydro	May 29, 2024	\$107.45	\$75.22
Hydro	July 3, 2024	<u>\$98.77</u>	<u>\$69.14</u>
<b>Total Hydro:</b>		<b><u>\$1,223.50</u></b>	<b><u>\$856.45</u></b>
Water	July 7, 2023	\$457.31	\$320.12
Water	October 6, 2023	\$444.62	\$311.23
Water	January 5, 2024	\$441.17	\$308.82
Water	April 8, 2024	\$516.07	\$361.25
Water	July 2, 2024 (for April 1 to June 21, 2024)	<u>\$433.11</u>	<u>\$303.18</u>
<b>Total Water:</b>		<b><u>\$2,292.28</u></b>	<b><u>\$1,604.60</u></b>
<b>Total Hydro and Water:</b>		<b>\$2,461.05</b>	

12. I am satisfied that the Landlords have incurred reasonable out-of-pocket expenses of \$2,461.05 as a result of the Tenants' failure to pay electricity and water costs.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

- The Tenants shall pay to the Landlords \$2,461.05, which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utility costs.
- The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

3. The total amount the Tenants owe the Landlords is \$2,647.05.
4. If the Tenants do not pay the Landlords the full amount owing on or before March 10, 2025, the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2025 at 5.00% annually on the balance outstanding.

**February 27, 2025**

**Date Issued**

  
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Karen Gonçalves  
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.