



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

**File Number:** LTB-L-080795-25

**In the matter of:** 2nd / 3rd Floor, 916 BLOOR ST W  
TORONTO ON M6H1L1

**Between:** Sally Bhagwandin Landlord

**And**

Chi Bao Huynh Tenant

Sally Bhagwandin (the 'Landlord') applied for an order to terminate the tenancy and evict Chi Bao Huynh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 8, 2025.

The Landlord's Agent, Alex Duenas-Botelho and the Tenant attended the hearing.

### **Determinations:**

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 October 1, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,818.75. 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 October 1, 2025 are \$2,911.42.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

8. At the hearing, the Tenant raised issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The issues raised are as follows:
- a) Having an issue registering the Toronto Hydro account which required a \$1,200.00 deposit, as the residential complex is a commercial building;
  - b) The Landlord attempted to charge administration and taxes in addition to the utility bills;
  - c) Garbage issue
  - d) 30 days notice given to the Landlord before moving out

*Deposit required by Toronto Hydro*

9. The Tenant testified that he did not have any evidence to verify that he was experiencing any difficulty registering with Toronto Hydro or that a \$1,200.00 deposit was required. There was also no evidence to support that the rental unit was a commercial building. As the Tenant could not provide evidence to substantiate this allegation, this issue is dismissed.

*Administration and additional charges*

10. The Tenant testified that the Landlord attempted to charge an administrative fee of 15% in addition to the hydro charges. The Tenant submitted an invoice showing that the Landlord charged an administrative amount of \$59.49. The Tenant further testified that these charges arose because he was unable to register directly with Toronto Hydro and, as a result, the Landlord invoiced the Tenant for the hydro costs.
11. At the hearing, I initially indicated that the administrative charge was permitted under the *Residential Tenancies Act, 2006*. Upon further consideration, I find that this charge is not permitted under the Act. While a landlord may recover utility costs where authorized by the tenancy agreement and the Act, the Act does not permit a landlord to impose an additional administrative or service fee related to the collection or billing of utilities unless such a charge is expressly provided for in the tenancy agreement and permitted by the Act. There is no evidence before me that the tenancy agreement authorizes an administrative charge. Accordingly, I find that the \$59.49 administrative fee was improperly charged. However, as the Tenant did not pay this amount, no reimbursement or abatement is ordered.

Garbage Issue

12. The Tenant testified that other tenants in the residential complex were not assisting with garbage removal and were leaving a mess, which the Landlord indicated could result in charges to tenants. The Tenant stated that this issue began in approximately July 2025 but that he did not raise the concern with the Landlord until September 2025. The Tenant testified that he did not initially notify the Landlord because he was able to manage the cleaning himself, and only raised the issue after the Landlord advised that tenants could be charged for the condition of the garbage area. The Landlord did not, in fact, charge the Tenant any amount in relation to garbage removal or cleanliness.

13. The Landlord's agent testified that he was not aware of any charges having been attempted against the Tenant. He further stated that another tenant caused issues in the rental unit, including problems with garbage removal, and that this other tenant was evicted as a result of those issues. The Landlord did not charge the Tenant for any garbage-related issues.
14. I find that, on the evidence before me, the Tenant is not entitled to any compensation in relation to the garbage issue. The Landlord addressed the matter reasonably and in a timely manner. The matter did not result in any financial loss or undue burden on the Tenant, and accordingly, no compensation is warranted.

*30 days notice given before vacating*

15. The Landlord served an N4 Notice to Terminate for Non-Payment of Rent in accordance with section 59 of the *Residential Tenancies Act, 2006*. Under section 59(1), the Tenant could terminate the tenancy by paying the arrears or vacating the rental unit within the notice period. The Tenant did not demonstrate any maintenance issues or other circumstances that would justify withholding rent. I find that the Tenant is not entitled to any abatement of rent for the 30-day notice period, as the Landlord complied with the Act and the Tenant suffered no financial loss or undue hardship.
16. For the reasons set out above, no abatement will be awarded to the Tenant under section 82 of the *Residential Tenancies Act, 2006*, as the Tenant has not demonstrated any basis for a rent reduction or other compensation.
17. The Landlord collected a rent deposit of \$2,750.00 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.
18. Interest on the rent deposit, in the amount of \$47.47 is owing to the Tenant for the period from January 23, 2025 to October 1, 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of October 1, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$299.95. 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 on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

**January 7, 2026**

**Date Issued**

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Christina Philp

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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                                                         |                 |
|-------------------------------------------------------------------------|-----------------|
| Rent Owing To Move Out Date                                             | \$2,911.42      |
| Application Filing Fee                                                  | \$186.00        |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$2,750.00    |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$47.47       |
| <b>Total amount owing to the Landlord</b>                               | <b>\$299.95</b> |