



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

File Number: LTB-L-070724-25

In the matter of: 205, 1085 BROCK ST
WINDSOR ON N9C2V1

Between: 1085 Brock Street Holdings Inc Landlord

And

Aly Gadallah Tenant

1085 Brock Street Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Aly Gadallah (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

1085 Brock Street Holdings Inc (the 'Landlord') also applied for an order requiring Aly Gadallah (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 December 4, 2025.

Only the Landlord and the Landlord's Legal Representative, Cameron Parrott, attended the hearing.

As of 9:51 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:

1. As explained below, the Landlord has proven on a balance of probabilities they have incurred reasonable out-of-pocket expenses as a result of the Tenant's failure to pay hydro costs.

2. The Tenant vacated the rental unit on August 31, 2025 and therefore the eviction portion of the Landlord's application is moot.
3. The Landlord testified that the Tenant did not pay the hydro through Enwin from July 2024 until July 2025. The Landlord submitted the monthly bills for this time period which shows the total amount of unpaid utilities are \$2,341.23.
4. The Landlord also established by submitting the lease that the Tenant was responsible for hydro costs related to the rental unit during the tenancy.
5. The Landlord testified that they were not made aware of the delinquent hydro charges until the charges were reverted back to them. When she spoke to the Tenant, they alleged they were not aware they needed to pay hydro, despite having paid the hydro charges from August 2023 to June 2024.
6. Since the Tenant vacated the rental unit on August 31, 2025, the Landlord has not had any further contact with the Tenant.
7. I am satisfied based on the evidence of the Landlord that they have established that they have incurred reasonable out-of-pocket expenses through unpaid utility costs that the Tenant was responsible for.
8. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,341.23, 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 Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$2,527.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Allana McComb
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.