



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

File Number: LTB-L-070986-25

In the matter of: 18, 29 Laren Street
Wahnapitae ON P0M1H0

Between: 13622649 Canada Inc Landlord

And

Miranda Julian Tenant

13622649 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Miranda Julian (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

13622649 Canada Inc (the 'Landlord') also applied for an order requiring Miranda Julian (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.

The Landlord's Agent, Pauline Lubian, the Landlord's Legal Representative, Glenn Gosling, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities that the Tenant substantially interfered with their reasonable enjoyment. I find that a conditional order is appropriate in these circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice: Substantial Interference:

3. On August 5, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 10, 2025. The notice of termination alleged that the behaviour of the Tenant or a guest or occupant had substantially interfered with the Landlord's reasonable enjoyment of the residential complex and their lawful rights.
4. The Landlord testified that the Tenant had not been paying water to Greater Sudbury Utilities (GSU) since March 2020. The unpaid amounts for the period between March 14, 2020 and May 14, 2025 are \$10,746.40. The Landlord became aware of the unpaid water bills in May 2025 when the charges were transferred to their property taxes.
5. Neither party disputed that the building has been transferred between multiple landlords. The Tenant stated that the current Landlord is the third owner since she moved in.
6. The Tenant testified that her original lease stated she was responsible for paying water, and at the end of 2019, a new landlord had purchased the residential complex, and she had a verbal conversation with him that she would no longer be responsible for paying the water to GSU. After that conversation, the last water bill the Tenant ever received from GSU was in January 2020 and she has not received any bills in the last 5 years. The Tenant testified that she honestly thought she was no longer responsible for paying the water bills as she no longer received bills from GSU. The Tenant did not provide any information regarding whether actions were taken to transfer the account out of her name. The Tenant also testified that she has always paid her other utilities, and asked why would she pay all other utilities but not water unless it was because she was not receiving the bills.
7. I do accept the Tenant's evidence that she has not received any bills from GSU since January 2020 and that she honestly thought she was no longer responsible for paying the water bill. However, as the Tenant did not testify to or provide any information about the transfer of the water bill out of her name into the landlord's or any actions that had occurred outside of the verbal conversation with the landlord to remove the responsibility of paying the water bill, I find that the Tenant remained responsible for the water bill.
8. The Tenant testified that her original lease stated she was responsible for paying water, and I am not satisfied that she has established on a balance of probabilities that the verbal conversation had with the prior landlord had amended her lease to remove that responsibility. The Tenant also stated she is taking full responsibility for the water arrears, which I find indicates that the Tenant knows she should have taken more steps to inquire why she was no longer receiving water bills.
9. At the hearing, the Tenant agreed that she is taking responsibility for paying the water and that she did not pay the outstanding utility amounts within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Section 83 Considerations:

10. The Landlord does not think that the tenancy is viable due to the amount of the utility arrears that need to be repaid. The Landlord is seeking a termination date of January 31,

2026 to provide the Tenant time to find alternative accommodations. The Landlord also stated that the Tenant is currently on a repayment order for rental arrears that runs until June 2026.

11. The Tenant has lived in the rental unit for approximately 9 years and lives in the unit with her 23-year old son who receives Ontario Disability Support Program (ODSP) due to significant mental health issues. The Tenant testified that moving would have a significant impact on her son's mental health. The Tenant has proposed a repayment plan based on their combined monthly income of \$4,000.00. The Tenant sought to pay \$100.00 per month until June 2026, and then commencing July 2026, paying \$350.00 per month until the arrears are paid off. In the alternative, the Tenant sought a delay in eviction for at least 6 months as she has numerous items on the property she would need to move, and the items outside during the winter would be difficult to move.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. The Tenant established based on her expenses that she can afford to pay back the arrears in accordance with her proposed repayment plan. I am also satisfied based on the Tenant's expenses that commencing July 2026 she would be able to pay \$450.00 per month towards the water arrears.
14. While I find that the Tenant should have known there were additional steps needed to transfer the water bill to the prior landlord's name from her own past a verbal conversation, I accept her evidence that she has not received a water bill from GSU for the past 5 years, and therefore was unaware of the accumulating water utility amounts. The Landlord stated that a payment plan would be inconvenient and burdensome, as well that they are potentially looking to sell the property again, however I am not satisfied that the Landlord has established that a payment plan is not viable in these circumstances or would otherwise be unfair.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$10,932.40 for unpaid water bills that they were required to pay, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting January 2026 and ending June 2026, the Tenant shall pay to the Landlord \$100.00 per month on or before the last day of the month;
 - b. Starting July 2026 and ending April 2028, the Tenant shall pay to the Landlord \$450.00 per month on or before the last day of the month;

- c. On or before the last day of May 2028, the Tenant shall pay to the Landlord the remaining balance of \$432.40.
4. If the Tenant fails to comply with any of the conditions set out in paragraph 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 7, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

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