



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

File Number: LTB-L-020002-25

In the matter of: 21 WINDHAM CRES
COURTICE ON L1E1Y7

Between: Hamna Mustafa Landlord

And

Alanna Mariah McKeown Tenants
Jason John Miller

Hamna Mustafa (the 'Landlord') applied for an order to terminate the tenancy and evict Alanna Mariah McKeown and Jason John Miller (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant

Hamna Mustafa (the 'Landlord') also applied for an order requiring Alanna Mariah McKeown and Jason John Miller (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

Only the Landlord and the Landlord's Representative, Alim Abbas (spouse), attended the hearing.

As of 11:32 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 Landlord's evidence.

Determinations: N5 Notice to Terminate the Tenancy

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. On February 10, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served that same day for unpaid utility bills. The termination date listed on the N5 notice was March 7, 2025.
3. The Tenants vacated the rental unit on June 15, 2025.

4. As the Tenants vacated the rental unit, consideration of the N5 notice to terminate the tenancy is moot. This portion of the L2 application is therefore dismissed.

Determinations: Compensation for Unpaid Utilities

5. At the hearing, the Landlord's Representative stated that the updated amount of utilities owing to the date the Tenants moved out is now \$4,312.23 and requested to amend the application to claim the updated amount. However, the Landlord's representative confirmed that the application was not amended and served on the Tenants to include the updated amount per Rule 15 of the Board's Rules of Procedure. The Tenants were therefore not aware that this new amount would be claimed at the hearing by the Landlord. As the Landlord was not able to provide a satisfactory reason as to why they could not comply with the Board's Rules, I do not find it appropriate in the circumstances to use my discretion to amend the application to claim the updated amount. The request to amend is therefore denied.
6. The Tenants failed to pay the water costs that they were required to pay under the terms of the tenancy agreement. Section 6 of the signed agreement submitted at the hearing specifically states the Tenants are responsible for water costs.
7. The Landlord's Representative stated that the rental unit is a detached house only occupied by the Tenants. The Tenants were therefore responsible for the entirety of the utility bill as it came due. The water bills were sent directly to the unit, and although the Landlord's name appeared on the bills, I am satisfied from the Landlord's testimony that the Tenants were aware that they were responsible for paying the bills when they arrived.
8. The Landlord submitted Regional Municipality of Durham water bills for the period covering September 21, 2023 to December 16, 2024, totaling \$2,709.33.
9. No payments were noted made by the Tenants towards the amount owing.
10. Having considered the uncontested evidence before me, I am satisfied on a balance of probabilities that the Landlord has incurred or will incur reasonable out-of-pocket expenses totaling \$2,709.33, as a result of the Tenants' failure to pay water costs.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of June 15, 2025.
2. The Tenants shall pay to the Landlord \$2,709.33, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord is \$2,895.33.

5. If the Tenants do not pay the Landlord the full amount owing on or before January 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Fotoula Hatzantonis

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.