



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dodds v McCulloch, 2026 ONLTB 1697

Date: 2026-01-08

File Number: LTB-L-073087-25

In the matter of: Basement Unit, 349 MAPLEGROVE AVE
BRADFORD ON L3Z1V8

Between: Jonathan Dodds

Landlord

And

Emily McCulloch
Cristian Ianas

Tenants

Jonathan Dodds (the 'Landlord') applied for an order to terminate the tenancy and evict Emily McCulloch and Cristian Ianas (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe;
- the Tenants have been persistently late in paying the Tenants' rent;
- 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; and
- the Tenants are 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 December 1, 2025.

The Landlord's Legal Representative, Kimberley Teel, the Landlord and the Tenants attended the hearing.

As the Tenants vacated the rental unit on October 5, 2025, the N8 notice of termination has been withdrawn by the Landlord.

The Tenants planned to raise issues under section 82 of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") and had provided notice of these issues to the Landlord. Section 82(1) of the Act states "At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant, (a) complies with the requirements set

out in subsection (2)...” As the Tenants terminated their tenancy on October 5, 2025, the Tenants are unable to raise these issues today and they confirmed that they would be filing their own tenant applications as against this Landlord.

Determinations:

L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 5, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$2,000.00. It was due on the 1st day of each month.
5. The Tenants have paid \$500.00 to the Landlord since the application was filed.
6. The Tenants failed to pay rent for July, August and September which totalled the arrears at \$6,000.00. The Landlord claimed \$328.75 for the time period from October 1 – 5, 2025 which included daily compensation of \$65.75. However the parties provided a copy of their lease agreement which stated that their rental term commenced on October 6, 2024 and ended on October 5, 2025. Based on the lease agreement, I declined to order any daily compensation for the first five days of October of 2025.
7. The rent arrears owing to October 5, 2025 are \$5,500.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,000.00 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.
10. Interest on the rent deposit, in the amount of \$50.00 is owing to the Tenant for the period from October 6, 2024 to October 5, 2025.

L2 Application

11. On August 22, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on August 22, 2025 with a termination date of September 12, 2025. The notice of termination contains the following allegations: the Tenants have failed to pay the utility bills of \$179.61. These utilities were stipulated on the lease that was signed between the parties for the rental unit.
12. The Tenants vacated the rental unit on October 5, 2025. Therefore, the L2 application based on the N5 notice of termination is moot given that the remedy the Landlord is

seeking is a termination of the tenancy and the Tenants already left. However the Landlord is able to bring a claim for the unpaid utilities without providing a notice and as such, these utilities shall be addressed.

13. Section 88.2 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that:

88.2(1) "A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if, (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, and (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force."

14. The lease stipulates that the Tenants are responsible for water charges, gas charges, electricity and water heater rental charges.
15. The Landlord's application included utility bills of \$179.61 but further invoices were received by the Landlord after the application was filed. The Landlord sought to amend his application to include the updated invoices now totalling \$466.22 and the Landlord provided all of the invoices along with a ledger to the Tenants. The Landlord had received the utility bills for August of \$118.88 and utility bills for September of \$167.73 which, when added to \$179.61, totalled \$466.22.
16. The Tenants agreed that they had been paying utilities since the commencement of their tenancy but did not pay utilities for July, August and September of 2025. The Tenants claimed that they did not pay those utilities due to the Landlord's actions. The Tenants can and should move forward with their applications against the Landlord if they believe that the Landlord has contravened the Act.
17. I accept the Landlord's request to amend the application to include the total utilities sought as \$466.22.
18. I am satisfied that the Tenants did not pay the utility bills required under the lease in the amount of \$466.22.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 5, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,636.00. This amount includes rent arrears owing up to the date the Tenants 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. The Tenants shall also pay to the Landlord \$466.22, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.

4. The Tenants shall pay the total amount of \$4,102.22 which includes outstanding rent and the unpaid utilities.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Carrie Bertrand

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	\$6,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$50.00
Amount owing to the Landlord – L1	\$3,636.00
Total Utilities owed to Landlord – L2	466.22
Total Amount Tenants to pay to Landlord	\$4,102.22