



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

File Number: LTB-L-070899-25

In the matter of: 72 LAWSON RD
SCARBOROUGH ON M1C2J2

Between: Katherine Ivana Walsh Landlord
Kevin James Walsh

And

Matthew Stevenson Tenant
Victoria Sterig Williams

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Katherine Ivana Walsh and Kevin James Walsh (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Stevenson and Victoria Sterig Williams (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.

Katherine Ivana Walsh and Kevin James Walsh (the 'Landlord') also applied for an order requiring Matthew Stevenson and Victoria Sterig Williams (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 15, 2025.

Only the Landlord's Legal Representative Marian Lippa attended the hearing.

As of 10:07 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 the claim for compensation in the application. Therefore, the Tenants must pay the Landlords is \$1,474.85 which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utility costs.
2. The Tenants moved out of the rental unit on October 8, 2025, the last month's rent deposit was addressed through a prior L1 order in LTB-L-065955-25.
3. As the Tenants have moved out the Landlords only seek the claim for unpaid water utilities costs that the Tenants were required to pay under the terms of the tenancy agreement.
4. The Landlords claim the unpaid water utility for the period of March 1 to June 15, 2025 in the amount of \$681.22 that was payable by July 21, 2025.
5. At the time of the hearing the Landlord sought to amend the application to include the claim for an additional water utility bill for the period of June 15, 2025 to October 12, 2025, prorated to the date that the Tenants moved out on October 8, 2025 in the amount of \$607.63. This bill was payable on or before November 10, 2025.
6. As the Tenants were provided copies for the utility bills as claimed and the Landlord submitted the lease agreement in evidence DOC-6988014, in which it was outlined that the Tenants are responsible for the payment of all utilities, the application was amended accordingly.
7. Based on the uncontested evidence before me the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$1,288.85 as a result of the Tenant's failure to pay water utility costs.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,288.85, which represents the reasonable out-of-pocket expenses the Landlord has incurred 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 \$1,474.85.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 30, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 31, 2025 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Alicia Johnson
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.