



**Order under Section 87 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-029466-24

In the matter of: 491 KROTONE CRES
MISSISSAUGA ON L5W1T8

Between: Saravanan Durairaj Landlord

And

Yared Mengistu Former Tenant

Saravanan Durairaj (the 'Landlord') applied for an order requiring Yared Mengistu (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes; and, an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former 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 23, 2025.

Only the Landlord attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore,
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on the Former Tenant by sending the documents by mail to the Former Tenant's current residence on November 12, 2025. The Landlord produced signature confirmation from Canada Post that the documents were received by the Former Tenant on November 12, 2025.
4. The Former Tenant vacated the rental unit on July 31, 2023.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
6. The lawful rent was \$2,200.00. It was due on the 1st day of each month.

7. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on July 31, 2023 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to July 31, 2023 are \$28,800.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Utilities

12. The Landlord's application seeks payment from the Former Tenant for unpaid utilities in the amount of \$3,230.00 for the period of time extending from September 2022 through to July 2023 (representing the agreed upon 70% portion of utilities required to be paid by the Former Tenant under the lease agreement).
13. At the hearing, the Landlord produced a copy of the lease agreement dated May 8, 2017 providing that gas, electricity, water and sewerage charges are the responsibility of the Tenant. The Landlord also produced an itemized charge listing by date and amount, each gas, electricity and water charge incurred from September 2022 through to July 2023.
14. The Landlord testified he was required to pay such charges and was never reimbursed by the Former Tenant. I therefore find the Landlord is entitled to reimbursement of the utility expenditures claimed.
15. The Landlord collected a rent deposit of \$1,900.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$188.31 is owing to the Former Tenant for the period from June 2, 2017 to July 31, 2023.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$28,800.00, which represents rent and compensation owing up to July 31, 2023.
2. The Former Tenant shall also pay to the Landlord \$3,230.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,088.31 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.

5. The total amount the Former Tenant owes the Landlord is \$30,127.69*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Peter Nicholson
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To July 31, 2023	\$28,800.00
Utility Costs	\$3,230.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$188.31
Total amount owing to the Landlord	\$30,127.69