



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

File Number: LTB-L-055137-25

In the matter of: 646 GIBRALTER ST
DELHI ON N4B2H7

Between: Haldimand Norfolk Housing Corporation Landlord

And

Lenore Steyer Tenants
Michelle Steyer

Haldimand Norfolk Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lenore Steyer and Michelle Steyer ('LS' and 'MS' or collectively, the 'Tenants') because: the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

As part of the same filing, the Landlord applied for an order requiring 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. (altogether, the L2 application)

This L2 application was heard by videoconference on November 4, 2025.

The Landlord's Legal Representative, Paul Startek ('LLR'), the Landlord's Agent, Todd Smith ('LLA') and the Tenants attended the hearing. The Tenants indicated they wished to consult with Tenant Duty Counsel ('TDC'), but TDC never entered into the videoconference room. TDC services are not guaranteed, and the Tenants confirmed they were prepared to have the merits hearing begin, which started at 11:07 am.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, but after considering the circumstances, I believe the tenancy can continue but will be subject to a conditional order that the Tenants must comply with in order to keep the tenancy intact.
2. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one.

3. N5 Notice of Termination :- LLA identified the N5 notice which was led into evidence as exhibit LL#1. On May 27, 2025, the Landlord mailed the Tenants an N5 notice of termination which is deemed served on June 2, 2025. The N5 notice of termination set out a termination date of June 22, 2025 and contained the following allegations: on May 13, 2025, the Tenants failed to pay their water/wastewater bills and the amount outstanding of \$186.52 was transferred to the Landlord; and on May 20, 2025, LLA inspected the state of the property, namely the driveway, porch, front lawn and back yard, to find debris and an unreasonable amount of clutter – as well, the back yard grass was over 2 feet high in some places.
4. LLA is the Landlord's property manager and he testified on behalf of the Landlord. The Tenant LS provided most of the testimony for the Tenants and LS cross-examined LLA.

Utilities claim

5. LLA stated the RGI tenancy commenced on June 28, 2024 and under the signed lease (exhibit LL#5), the Tenants are responsible for "*all utility and service charges*". LLA stated his belief that the Tenants did place themselves as the account holders to the utility providers.
6. LLA provided some history on past water/wastewater bills not paid (exhibit LL#3- Nov 8/2024 Norfolk County letter) and testified that under this N5 notice, the Tenants failed to pay \$186.52 in wastewater bills (and county admin fee) and Norfolk County transferred this amount to the Landlord's property tax account- he identified exhibit LL#2, which a copy of Norfolk County May 9, 2025 dated letter setting this out. He confirmed that this amount is still outstanding by the Tenants.
7. LS testified (in chief and under cross-examination) that the Tenants had believed all along that the water/wastewater bills had been paid in full. Nothing more was submitted by the Tenants on this issue.
8. Based on the parties' submissions, I find the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
9. Since the Tenants did not pay the outstanding water/wastewater bill of \$186.52 within seven days after receiving the N5 notice of termination, they failed to void the N5 notice of termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (Act). As well, they substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord.
10. I also find the Landlord has incurred reasonable out-of-pocket expenses of \$186.52 as a result of the Tenants' failure to pay water/utility costs.

State of property claim

11. LLA declared that from when the N5 notice issued to the hearing date, he has repeatedly spoken with the Tenants about their conduct and actions on and about the rental unit property.

12. LLA testified about his inspection on May 20, 2025 and used the photos in exhibit LL#4 to support his testimony. He described some of what he had observed: two dogs loose in the back yard; a loose pile of garbage at the front of the property; tall grassy area; miscellaneous items on the front porch including a bookcase, a table, storage containers; a large furniture cardboard box at the side; the Tenants' car parked on the neighbour's private driveway; children's toys on the driveway; the Tenants' electric scooter parked on the neighbour's driveway against their house; some type of structure and miscellaneous items grouped at the back.
13. For the tall, uncut grass, LLA read from the Norfolk County's "lot maintenance" by-law, which was led into evidence as exhibit LL#11, and which was referenced in the N5 notice.
14. LLA stated that after serving the N5 notice, he revisited the rental unit property on June 6, 2025 and on June 10, 2025, and he identified the photos he took on both days as being evidence to show the Tenants did not clean up the outside or rectify the parking issue. Exhibit LL#5 are the photos from June 6, 2025 and exhibit LL#6 from June 10, 2025.
15. There were some other actions LLA testified to such as a kiddie pool issue on the driveway, but I did not find these to be of merit in respect of the L2 application.
16. However, LLA did testify that on July 27, 2025, he visited the rental unit property because he was made aware that the Tenants had run an extension cord from the neighbour's outdoor AC outlet to their electric scooter. The photo in exhibit LL#7 shows this.
17. LLA explained the neighbour's house is a property owned by the Landlord, which was vacant, and subsequently sold by the Landlord in and about October 2025.
18. LLA visited the property two more times, on August 1, 2025 (photos taken by LLA-exhibit LL#9) and on October 1, 2025 (photos taken by LLA-exhibit LL#10). On August 1st, LLA stated he saw a skid/pallet clutter out by the front hydro-pole, a pile of grass cuttings dumped into the neighbour's yard, and a hole dug under the dividing fence allegedly done by the Tenants' dogs (they have two). On October 1st, LLA said he observed the grass cuttings and dividing fence hole were still present.
19. After receiving complaints from other residents in the complex, and during the time the Landlord was trying to sell the neighbouring property, LLA stated he attended the complex on October 28 and 31, 2025, he observed no car in the driveway, the skid/pallet clutter was still present and the grass cuttings were still there. LLA explained that the buyer of the neighbouring property had expressed upset with the Tenants' dogs burrowing under the dividing fence.
20. The Tenant LS provided rebuttal testimony about most of the claims made by LLA. LS stated that the furniture cardboard box was a "fort" that was imagined/created by her son (10 years old) and his friend. The garbage at the hydro-pole LS stated was just that, garbage that they had placed out for pickup. LS stated that only part of the grass had been cut because MS had run out of gas for the mower. LS admitted "sharing" the electricity with the neighbouring unit so as to charge her scooter. LS apologized for doing this, but she stated her rental unit does not have an outdoor AC outlet. In any event, she affirmed she no longer uses the neighbouring outlet. LS denied the grass cuttings were the Tenants' - she claimed they came from another neighbouring yard. She also denied

that her dogs did any burrowing under the dividing fence as she said they are always on a leash. LS stated that since the neighbouring house had been vacant, the Tenants did not think that parking over onto that property caused any harm or issue. LS said that because the neighbouring house has now sold, the Tenants will keep fully onto their side of the driveway.

21. The Tenant MS testified concerning a very minor incident that happened with the kiddie pool, but as I indicated above, that was of no concern to me under this L2.
22. Based on the parties' submissions, I find the Tenants did not void fully the substantial interference claims within the seven days of the N5 notice being served on them. It appears to me that they did attempt to clear/clean up some of what was strewn outside, but they did not fully do so. The subsequent visits by LLA, in my view, show the Tenants simply continued without much correction, what they thought was fine to do, which is not to say they were right to do so. I find the Tenants failed to address the Landlord's legitimate complaints about the state of the rental unit property, and further, the Tenants exacerbated the situation by, for example, connecting unlawfully (and most likely unsafely) into the neighbour's AC outlet. From all this, I find the Tenants again substantially interfered with not just the Landlord, but also to a lesser extent another "tenant" (i.e. the neighbouring house, albeit it was vacant).
23. The Landlord confirmed their request to have the tenancy terminated, and if the LTB were not to grant this request, then to have a conditional order issue to ensure the Tenants abide by their utility and state-of-the-property obligations for the duration of the tenancy. For the current water bill outstanding, LLR suggested the Tenants pay \$10.00 per month, which I found reasonable.
24. The Tenants requested relief from eviction by submitting they were willing to correct everything to maintain their tenancy. They stated that with a 10-year old son and the loss of very close ones in the past three years, they have nothing left but the home they live in.
25. I find the Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs.
26. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 subsections 83(1)(a) and 204(1) of the Act.
27. Daily compensation, rent deposit :- As part of the L2 application, the Landlord requested an order to account for daily compensation after the N5 termination date (i.e. from June 23, 2025 onwards). As the order below does not terminate the tenancy, my findings with regard to daily compensation and rent deposit are only set out under this 'Determinations' section.
28. Based on the current monthly rent of \$830.00, the daily compensation is \$27.29. This amount is calculated as follows: \$830.00 x 12 months, divided by 365 days.
29. The Tenants were required to pay the Landlord \$3,684.15 in daily compensation for use and occupation of the rental unit for the 135-day period from June 23, 2025 to November 4, 2025 (date of this hearing).

30. Any amount of rent or compensation the Tenants have paid during this 135-day period and onwards shall be accounted for when determining any final amount the Tenants owe the Landlord.
31. The Landlord collected a last month's rent deposit of \$683.71 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$14.42 is owing to the Tenants for the period from January 1, 2025 to November 4, 2025.
32. The amount of the rent deposit and interest on the rent deposit should be applied to the amount the Tenants are required to pay at the end of the tenancy.

It is ordered that:

1. The Tenants shall pay to the Landlord \$186.52, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility (water) costs.
2. The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - a) \$10.00 (water bill owing) on or before February 1, 2026 and every month thereafter on/before the 1st day of each corresponding month for a total of 18 months, up to and including July 1, 2027;
 - b) \$6.52 (balance of water bill owing) in the 19th month, namely on or before August 1, 2027.
3. If the Tenants fail to make any one of the payments set out in paragraph 2 of this order, in full and on time, the full balance owing at the time of failed payment becomes due and payable immediately and the Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.
4. The tenancy between the Landlord and the Tenants shall continue if the Tenants meet the conditions set out below.
5. For the duration of the tenancy, the Tenants shall:
 - a) Pay all of the rental unit utility bills (water, gas, electricity) as required by the tenancy agreement in full and on time to the respective utility service companies;
 - b) Ensure that no utility service company transfers any unpaid utility bill amount for the rental unit to the Landlord, whether it be by property tax account transfer or by any other means;
 - c) Keep their vehicles, their electrical connections, their belongings and all other of their items (such as grass cuttings or garbage bags) clearly to their side of the rental unit property, that is, not encroach upon or encumber any neighbouring property;

- d) Not place garbage and not place belongings in clutters or piles at the front, side or back of the rental unit property for extended periods of time, other than to regularly place proper garbage items at the front curb for county/town pickup according to the county/town schedule;
 - e) Cut the rental unit property grass regularly and dispose of the grass cuttings properly for curbside pickup by the county/town according to the county/town schedule; and
 - f) Ensure their pets do not dig or burrow under dividing fences.
6. If the Tenants fail to comply with any of the conditions set out in paragraph 5 of this order, then the Landlord may apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 5 of this order. This application is made to the LTB without notice to the Tenants and an order to terminate usually issues without a hearing.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the L2 application. To be clear, this filing cost amount is separate and extra to the amount ordered to be paid as set out under paragraphs 1 and 2 above.
8. If the Tenants do not pay the Landlord the \$186.00 filing cost owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Alex Brkic

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.