



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-059712-25

In the matter of: MAIN/GROUND FLOOR
64 MARLOW CRES
UNIONVILLE ON L3R4P5

Between: Kavya Investments Landlord

And

Hassan Khosravi
Ramin Doustanzarrinabad Tenants

Kavya Investments (the 'Landlord') applied for an order to terminate the tenancy and evict Hassan Khosravi and Ramin Doustanzarrinabad (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 Application)

Kavya Investments (the 'Landlord') also applied for an order requiring Hassan Khosravi and Ramin Doustanzarrinabad (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. (L2 Application)

This application was heard by videoconference on November 18, 2025.

Only the Landlord's legal representative Suzanne Diamond, and the landlord's agent Maneesh Gupta attended the hearing.

As of 9:48 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:

Amendment Requests

1. The Landlord's representative requested the following amendments to the applications:

- a. Amend the address of the rental unit in the application to include a unit designation of “Main/Ground Floor”, to coincide with the N4 notice;
- b. Amend the quantum of utilities being requested in the L2 application to \$1,330.31; and,
- c. Consider any utility costs that do not fall within the definition of utilities pursuant to section 2 of the Act, as a claim for compensation for substantial interference pursuant to section 88.1 of the Act.

Address of the Rental Unit

2. The Landlord’s representative made submissions that they served the L1/L9 update sheet, the notice of hearing, and the Landlord’s evidence to the Tenants. I am satisfied that the Tenants were served with a copy of the notice of hearing, and I do not find there is prejudice in granting the amendment to the application to list the rental unit as being “Main/Ground Floor”.
3. The requested amendment coincides with address listed on the N4 notice, and there is no prejudice to amend the application to correctly identify the rental unit in the application.

Quantum of Expenses Claimed

4. The Landlord’s representative submitted that an amended application was served to the Tenants on November 11, 2025, and therefore, the Tenants would have been aware of the additional amounts being requested.
5. I am satisfied that the amended application complies with Rule 15 of the Board’s Rules of Procedure and the application is amended to claim \$1,330.31, to include the additional utility costs since filing the application.

Consideration of Section 88.1 vs. 88.2

6. The Landlord’s L2 application claims unpaid utility costs pursuant to section 88.2. The Act defines utilities in section 2:

“utilities” means heat, electricity and water;

7. The Landlord seeks reimbursement for expenses related to a water heater rental and internet expenses in addition to electricity and gas expenses however, water heater charges and internet expenses are not a utility as defined in section 2 of the Act. The Landlord’s representative asked that these expenses be considered pursuant to section 88.1 of the Act which provides:

88.1 (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 conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord; and

8. The Landlord's application was amended to include additional utility costs which was served to the Tenants. The expenses claimed for the water heater and internet formed part of the amendment and despite not being pleaded pursuant to section 88.1, the Tenants would have been aware of the total amount of costs or expenses being sought.
9. The prejudice to the Tenants in granting the amendment is minimal as the Tenants were made aware of the total amount being sought by the Landlord and the amendment is appropriate in the circumstances. The expenses claimed in relation to the water heater and the internet charges will be considered pursuant to section 88.1 of the Act.

L1 Application

9. 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.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: $\$3,200.00 \times 12$, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.
14. The rent arrears owing to November 30, 2025, are \$14,200.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$3,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Interest on the rent deposit, in the amount of \$107.84 is owing to the Tenants for the period from July 15, 2024 to November 18, 2025.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

Compensation for Unpaid Utilities

19. The Tenants failed to pay electricity and gas costs that they were required to pay under the terms of the tenancy agreement.
20. The Landlord submitted a copy of the lease showing the Tenants are responsible for 70% of utilities including electricity and gas. The Landlord's evidence is that the invoices were apportioned and sent to the Tenants on "Whatsapp" each month but after July 2025 the Tenants stopped paying.
21. A ledger submitted by the Landlord shows 5 invoices from Alectra for electricity costs and the Tenants' apportioned costs total \$576.68. The ledger also shows gas expenses from Enbridge, and the Tenant's apportioned amount for these charges is \$206.55.
22. Accordingly, I find that the Landlord has incurred costs of \$783.23 for gas and electricity charges the Tenants were required to pay under the terms of their tenancy agreement.

Compensation for Substantial Interference

23. The parties' lease agreement shows the Tenants are responsible for paying 70% of the hot water heater rental, and the internet expenses.
24. The Landlord's ledger shows that the Tenants' total apportioned expenses for the hot water heater and internet total \$547.07.
25. The Tenants failed to pay for the hot water heater and internet expenses at the apportioned amount.
26. Accordingly, I find that the Tenant's failure to pay expenses required by their tenancy agreement is a substantial interference with a lawful right or interest of the Landlord. Therefore, the Tenants shall pay to the Landlord \$547.07 for the water heater rental and internet expenses.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,786.00 if the payment is made on or before January 17, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 17, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 17, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,771.94. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting November 19, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 18, 2026.

L2 Application

10. The Tenants shall pay to the Landlord \$783.23 for utility charges.
11. The Tenants shall pay to the Landlord \$547.07 for costs related to substantial inference.
12. The total amount the Tenants owe the Landlord is \$1,330.30.
13. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Kyle McGraw
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 18, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 17, 2026

Rent Owing To January 31, 2026	\$20,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,786.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,893.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$107.84
Total amount owing to the Landlord	\$9,771.94
Plus daily compensation owing for each day of occupation starting November 19, 2025	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	