



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Moores v Lafond, 2026 ONLTB 1629

Date: 2026-01-09

File Number: LTB-L-025390-24

In the matter of: 29 DUNDEGAN DR
KANATA ON K2L1P7

Between: Denae Moores Landlord

And

Angele Lafond Tenant

Denae Moores (the 'Landlord') applied for an order to terminate the tenancy and evict Angele Lafond (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.

Denae Moores (the 'Landlord') also applied for an order requiring Angele Lafond (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 16, 2025. The Landlord and the Landlord's legal representative Dara Saunders attended the hearing.

As of 10:33 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord and Tenant Board ('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:

L2 application

Preliminary Issues:

1. The Landlord requests to amend the L2 application, served on the Tenant by email from the Landlord on December 9, 2025 as supported by a copy of the email produced by the Landlord. The Landlord also produced a copy of the signed lease agreement dated September 26, 2023 which notes the parties agreed to the exchange of documents and notices by email.
2. The L2 application is amended as follows:
 - 1) The lawful monthly rent is \$2,450.00 and not \$1,753.00;
 - 2) The last month's rent deposit collected by the Landlord is in the amount of \$2,450.00, not \$1,753.00. The Landlord states that the last month's rent deposit of \$2,450.00 was applied in Order LTB-L-047702-24 issued by the Landlord and Tenant Board on Nov 25, 2024. The Landlord produced a copy of this order noting \$2,450.00 for the last month's rent deposit was applied to the arrears owed by the Tenant. The Landlord states a stay was placed on the order by the Divisional Court. The Landlord states the matter was heard by Divisional Court on April 30, 2025. The Landlord testified that the stay was lifted and the Sheriff enforced eviction on October 8, 2025.
 - 3) Mohammed Abou-Shakra is removed as the second Landlord as he is not on the property title and the relationship with the Landlord has ceased; and
 - 4) The total amount claimed for the water utilities is in the amount of \$1,163.83, not \$92.08 and represents the period December 3, 2023 to October 8, 2025.
3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy terminated on October 8, 2025, the date the Tenant vacated the rental unit. The Tenant owes the Landlord \$1,163.83 for the unpaid water utilities plus \$186.00 for the application filing fee. The Tenant also owes the Landlord daily compensation for each day the Tenant remained in the rental unit for the period April 15, 2024 to October 8, 2025, less any amounts paid by the Tenant.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on October 8, 2025.
6. N5 Notice of Termination

Substantial interference

On December 20, 2023, the Landlord gave the Tenant a first, voidable N5 notice of termination. The first N5 notice of termination notes the Tenant is required as per the lease agreement to pay the Landlord the cost for the water utilities by paying the invoice amount to the Landlord. On December 11, 2023 at 6:05 pm, the Landlord provided the Tenant with a copy of the water utility invoice in the amount of \$74.58 and payment was due by December 18, 2023.

7. The voiding period is from December 21, 2023 to December 27, 2023. The Landlord states the Tenant voided the first N5 notice as an email was sent from the Tenant to the Landlord on December 22, 2023 in which the Tenant acknowledges that the outstanding water bill amount will be paid and the amount of \$74.58 was paid to the Landlord on January 5, 2024. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
8. On March 28, 2024, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 - February 26, 2024 - According to the lease agreement, the Tenant is required to pay the Landlord, the cost for the water utilities by providing the invoice amount to the Landlord. The Tenant currently owes \$92.08 for water utilities for February. Payment should have been made to the Landlord by the 23rd of each month. Payment is due immediately and payment is requested on time and in full going forward.
9. The Tenant did not pay the water utilities at the rental unit in the amount of \$1,163.83 for the period December 3, 2023 - October 8, 2025. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord.
10. The Landlord produced a copy of the lease agreement signed and dated September 26, 2023 which notes the Tenant is responsible for electricity, heat, and water utilities.
11. The Landlord states that it received copies of the water utility bills from the City of Ottawa by email and the Landlord would then email a copy of each water utility bill to the Tenant on the same day the Landlord received it. The Landlord produced copies of the emails sent to the Tenant which include attachments of copies of the water utility bills for which the Landlord requested payment from the Tenant by the due date on the water utility bill. The Landlord produced copies of these emails sent to the Tenant on the dates of March 28, 2024, April 7, 2024, April 12, 2024, June 12, 2024, August 22, 2024, September 11, 2024, December 11, 2024, April 7, 2025, August 13, 2025, September 30, 2025, and November 28, 2025.
12. The Landlord produced copies of the utility bills from the City of Ottawa for the period of December 3, 2023 to November 21, 2025. The Landlord states that it has paid all of the water utility bills for this period to prevent the City of Ottawa from placing a lien against her property.
13. The final utility bill is dated November 27, 2025 and notes it is for the period of September 23, 2025 - November 21, 2025 in the amount of \$119.35. The Landlord states that because the Tenant vacated on October 8, 2025, the Landlord has prorated the final water

utility bill based on the 15 days the Tenant was residing at the rental unit which includes September 23, 2025 – October 8, 2025. The Landlord is claiming \$29.84 for the unpaid water utilities on the November 27, 2025 water bill. I find this calculation to be reasonable and that the Tenant is responsible \$29.84 for the period of September 23, 2025 – October 8, 2025.

14. The total amount owed for the water utilities as supported by the invoices produced by the Landlord total \$1,496.17. The Landlord claims the Tenant paid the Landlord a total of \$332.30 for the water utility bills owing for the period December 3, 2023 – October 8, 2025. The Landlord states the Tenant paid the Landlord by e-transfer \$173.15 on June 19, 2025 and \$159.15 on September 19, 2025. With a deduction for the two amounts paid by the Tenant, the total balance owing to the Landlord for the unpaid water utilities for this period is \$1,163.87. The Landlord's L2 claims reimbursement in the total amount of \$1,163.83.
15. The Tenant was required to pay the Landlord \$43,658.10 in daily compensation for use and occupation of the rental unit for the period from April 15, 2024 to October 8, 2025. However, in LTB-L-047702-24, the Landlord and Tenant Board ordered the Tenant to pay arrears up November 25, 2024 in the amount of \$5,928.85 which includes a deduction for the last month's rent deposit and interest owing on the rent deposit. Therefore, to prevent double recovery, the amount of \$5,928.85 must be deducted from the amount of \$43,658.10. Therefore, the amount of daily compensation which the Tenant must pay to the Landlord is \$37,729.25, less any amounts paid by the Tenant.
16. Based on the monthly rent, the daily compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord is not holding a last month's rent deposit as this amount has been deducted in the amount owing to the Landlord for rent arrears in Order LTB-L-047702-24 issued by the Landlord and Tenant Board on Nov 25, 2024.
19. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
20. The Landlord has incurred reasonable out-of-pocket expenses of \$1,163.83 as a result of the Tenant's failure to pay water costs for the period December 3, 2023 - October 8, 2025. The Landlord produced all the water utility bills for this period which note the Landlord's name and the address for the rental unit. I also accept that the Landlord the full amounts owing on all the claimed water utility bills to avoid a lien being placed against her property.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 8, 2025.
2. The Tenant shall pay to the Landlord \$37,729.25 (less any amounts paid by the Tenant) which represents compensation for the use of the unit from April 15, 2024 to October 8, 2025.

3. The Tenant shall pay to the Landlord \$1,163.83, which represents the reasonable out-of-pocket expenses the Landlord has incurred because of the unpaid water utility costs.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$39,079.08 (\$1,163.83 for unpaid water utilities + \$186.00 application filing fee + \$37,729.25 daily compensation, less amounts paid by the Tenant).
6. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Kimberly Parish
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.