



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-054125-25

In the matter of: 158 Victoria Street South Uni #19
Paisley ON N0G2N0

Between: Ayube Rahim Landlord

And

Kyle Hanley Tenant

Ayube Rahim (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Hanley (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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 (L2 Application).

This application was heard by videoconference on November 6, 2025.

Only the Landlord's Agent, Tammy Walster, attended the hearing.

As of 11:06 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,750.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,722.50 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$2,577.50.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,750.00 from the Tenant 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.
9. Interest on the rent deposit, in the amount of \$24.69 is owing to the Tenant for the period from April 15, 2025 to November 6, 2025.

L2 Application – Substantial Interference

10. On June 5, 2025, the Landlord served the Tenant an N5 notice of termination with a termination date of June 27, 2025. The notice of termination alleged that the Tenant has not paid utility charges they are required to pay in accordance with their tenancy agreement, totalling \$65.00 for the month of June 2025.
11. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination (June 6-12, 2025), as the utility charges remained unreimbursed to the Landlord. Therefore, the Tenant did not void the N5 notice of termination in accordance with s. 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
12. The Landlord provided a copy of the tenancy agreement (OREA Form 400) dated March 29, 2025 and signed by the Tenant. This Agreement identifies, at paragraphs 3 and 8, that utility charges of \$65.00/month are the responsibility of the Tenant and are to be paid to the Landlord at the same time as the monthly rent.
13. The Landlord's Agent testified that that the Tenant's utility payment record is as follows:

Date Due	Amount Paid	Amount Owing
June 1, 2025	\$35.00	\$30.00
July 1, 2025	\$65.00	\$30.00
August 1, 2025	\$65.00	\$30.00
September 1, 2025	\$65.00	\$30.00
October 1, 2025	\$0.00	\$95.00

Applicable Law

14. The N5 Notice was served under section 64(1) of the Act which states:

64(1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

15. The claim for compensation for the unpaid utilities is made under section 88.2 of the Act which provides that a landlord can seek reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of the tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.

Analysis

16. Based on the evidence before me, I find that the Tenant substantially interfered with a lawful right, privilege or interest of the Landlord by failing to pay water utility charges that they were required to pay under the terms of the tenancy agreement. As a result, the Landlord had to pay these charges.
17. The Landlord has also proven that they incurred reasonable out-of-pocket expenses totaling \$95.00 as a result of the Tenant's failure to pay utility costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,513.50 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,263.50 if the payment is made on or before January 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 19, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$416.01. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing

to the Tenant \$57.53 per day for compensation for the use of the unit starting November 7, 2025 until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before January 19, 2026, then starting January 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 20, 2026.
9. The Tenant shall pay to the Landlord \$95.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
10. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Curtis Smith
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 20, 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 December 31, 2025

Rent Owing To December 31, 2025	\$10,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,722.50
Total the Tenant must pay to continue the tenancy	\$4,513.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 9, 2026

Rent Owing To January 31, 2026	\$11,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,722.50
Total the Tenant must pay to continue the tenancy	\$6,263.50

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

Rent Owing To Hearing Date	\$6,895.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,722.50
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$24.69
Total amount owing to the Landlord	\$(416.01)
Plus daily compensation owing for each day of occupation starting November 7, 2025	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	