



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

File Number: LTB-L-015772-25

In the matter of: 2104 Eric Crescent
Ottawa ON K1K4P4

Between: Jean-François Lalonde Landlord

And

Jacques Martin Former Tenant

Jean-François Lalonde (the 'Landlord') applied for 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 November 13, 2025.

Only the Landlord's Legal Representative, Gabriel Bichet attended the hearing.

As of 9:22am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing in accordance with subsection 191(1.0.1) of the Residential Tenancies Act, 2006 (the "Act") and Rules 3.3 and 5.8 of the LTB's Rules of Procedure. These documents were served on September 19, 2025, and on November 6, 2025 by mail and e-mail. A copy of the lease agreement was submitted to the Board as evidence demonstrating that the Former Tenants consented to service via e-mail to receive notices and documents from the Landlord and Tenant Board.
3. The Former Tenant vacated the rental unit on August 31, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

8. The Former Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord's Legal Representative submitted that the Former Tenant was responsible to pay the heat, electricity and water charges under the lease agreement. According to the Landlord's Legal Representative, the Former Tenant failed to pay the electricity, heat, and water charges under the lease agreement. The Landlord paid all of the charges in the amount of \$1,047.76. The Landlord's Legal Representative presented the lease agreement and the utilities bills as evidence to the Board.
10. Based on the uncontested evidence of the Landlord, I find that the Former Tenant failed to pay the electricity, heat, and water costs that they were required to pay under the terms of the tenancy agreement. As a result, the Landlord has incurred reasonable out-of-pocket expenses in the amount of \$1,047.76 as a result of the Former Tenant's failure to pay the electricity, heat, and water charges.
12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,047.76, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,233.76*. See Schedule 1 for the calculation of the amount owing.
4. 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, 2025
Date Issued

Nathalia Debski
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:

Utility Costs	\$1,047.76
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,233.76