



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

File Number: LTB-L-060649-25

In the matter of: BASEMENT, 8 LAWRENCE CRES
BRAMPTON ON L6W2P3

Between: Colin Aurelio Landlords
Michael Aurelio
John Aurelio

And

Marlyn Hosten Tenant

Colin Aurelio, Michael Aurelio and John Aurelio (the 'Landlords') applied for an order to terminate the tenancy and evict Marlyn Hosten (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

Colin Aurelio, Michael Aurelio and John Aurelio (the 'Landlords') also applied for an order requiring Marlyn Hosten (the 'Tenant') to pay the Landlords' 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 November 24, 2025.

The Landlords' Agent, Emily Carreiro, attended the hearing.

As of 10:08 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlords \$758.24.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On July 25, 2025, the Landlords gave the Tenant an N5 notice of termination. The notice of termination contains the allegation that the Tenant has failed to pay utility costs in accordance with their tenancy agreement.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Specifically, the Tenant did not pay the utility costs owing in accordance with their tenancy agreement. 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').

L2 Application

5. The Landlords claimed \$255.81 in utility charges on the application, as follows:

Utility	Billing Period	Amount Owing
Enercare	April 20 – May 19, 2025	\$15.45
	May 20 – June 19, 2025	\$12.41
Enbridge	Mar 25 – April 22, 2025	\$34.71
Alectra	April 8 – May 8, 2025	\$42.44
	May 8 – June 9, 2025	\$48.76
Peel Region Water	March 25 – June 23, 2025	\$102.04
TOTAL		\$255.81

6. The Landlord requested an amendment to the application at the hearing, indicating that further utility charges had come due, and been unpaid, since the application was filed, as follows:

Utility	Billing Period	Amount Owing
Enercare	June 20 – July 19, 2025	\$4.23
	August 20 – Sept 19, 2025	\$7.70
Enbridge	April 23 – June 20, 2025	\$42.34
	June 21 – July 23, 2025	\$27.66
	July 24 – August 22, 2025	\$47.12
	August 23 – Sept 23, 2025	\$39.06
Alectra	June 9 – July 9, 2025	\$69.69
	July 9 – August 11, 2025	\$75.96
	August 11 – Sept 9, 2025	\$55.49

	September 9 – Oct 8, 2025	\$52.83
TOTAL		\$422.08

7. I accepted the Landlords' request to amend the L2 application, as they provided evidence of the Tenant being served with the ongoing utility bills.
8. The Tenant made payments of \$105.65 in October 2025, making the total balance owing as of the hearing date **\$572.24** (\$255.81 + \$422.08 - \$105.65).
9. The Landlords provided a copy of the Residential Tenancy Agreement (the 'Agreement') which indicates that the Tenant is responsible for the payment of gas, electricity, water/sewer and garbage removal charges. The Agreement does not indicate that the Tenant is responsible for hot water heater rental charges.
10. As the above-noted Enercare charges (totalling \$39.79) are for the rental unit's hot water heater rental, these will be deducted from the Landlords' total amount claimed.
11. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
12. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
13. The Landlords have incurred reasonable out-of-pocket expenses of **\$532.45** (\$572.24 - \$39.79) as a result of the Tenant's failure to pay heat, electricity and water costs.
14. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlords' claim for compensation.

It is ordered that:

1. The Tenant shall pay to the Landlords \$532.45, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlords the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 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.