



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

Citation: Chernyavskiy v HAWKINS, 2026 ONLTB 2168

Date: 2026-01-09

File Number: LTB-L-091579-25

In the matter of: 300 LEACOCK DR
Barrie ON L4N6J8

Between: Vladlen Chernyavskiy Landlord

And

JUSTIN HAWKINS Tenant
DOROTHY HARTLEY
ADAM BUSCHEMEYER
LYNDA HAWKINS

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Vladlen Chernyavskiy (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTIN HAWKINS, DOROTHY HARTLEY, ADAM BUSCHEMEYER and LYNDA HAWKINS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

And

Vladlen Chernyavskiy (the 'Landlord') also applied for an order requiring JUSTIN HAWKINS, DOROTHY HARTLEY, ADAM BUSCHEMEYER and LYNDA HAWKINS (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 1, 2025.

The Landlord and the Tenant attended the hearing.

The Tenants met with Tenant Duty Counsel (TDC) prior to the hearing.

Determinations:

Preliminary Issue – L1 application/ N4 notice:

1. The Tenant raised a preliminary issue noting that the N4 notice as served upon them was confusing, I also raised the same concern with the Landlord as on page 2 of the notice the period of time for which arrears were claimed is left blank.
2. Subsection 59(2) of the Act outlines:

Contents of notice

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

3. The Form N4 notice of termination, which the Landlord's signed on October 5, 2025, does not comply with the requirements of the *Residential Tenancies Act, 2006* (the 'Act'). The notice does not correctly identify the rental periods for which rent is due and payable, and accordingly does not clearly set out the amount of rent due, per subsection 59(2) of the Act.
4. As the N4 notice as before me is fatally flawed, the Landlord was provided the option to proceed with the L1 application on the basis of rental arrears only or to withdraw the application and commence the process of serving the Tenants with a new N4 notice.
5. The Landlord sought to withdraw the application, and I consented to the request.
6. The application having been withdrawn, the matter proceeded to hearing the merits of the L2 application regarding the claim for unpaid utilities.

L2 Application

7. As explained below, the Landlord has proven the claim for compensation in the application. Therefore, the Tenants must pay the Landlord is \$1,241.75 which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs and the cost of the application filing fee.
8. The Tenants are responsible for the payment of 50% of the utilities under the terms of the tenancy agreement, this was not disputed.
9. The Landlord claims the unpaid water, gas and hydro utilities totalling \$572.44 as follow:
 - a) \$27.09 payable to Enbridge gas for the period of August 1 to September 3, 2025;
 - b) \$400.33 payable to the City of Barrie for water and sewage for the period of July 10 to September 11, 2025;

- c) \$145.02 payable to Alectra for hydro for the period of August 22, 2025 to September 22, 2025.
- 10. The Tenants submitted that they are aware of the Landlord's claims and have every intention of paying the Landlord for the outlined incurred utility costs in the amount of \$572.44
- 11. At the time of the hearing the Landlord sought to amend the application to include the claim for an additional utilities owed in the amount of \$483.31 as follows:
 - a) \$66.17 payable to Enbridge gas for the period of ending November 3, 2025;
 - b) \$273.39 payable to the City of Barrie for water and sewage for the period of September 11, 2025 to November 13, 2025;
 - c) \$143.75 payable to Alectra for hydro for the period of September 22, 2025 to October 22, 2025.
- 12. As the Tenants were provided copies for all the utility bills in advance of the hearing, did not dispute the amounts claimed and the Landlord submitted the utility bills in evidence (DOC-6839597), the application was amended accordingly.
- 13. Based on the contested evidence before me, the Tenants failed to pay the gas, water and hydro utility costs that they were required to pay under the terms of the tenancy agreement.
- 14. The Landlord has incurred reasonable out-of-pocket expenses of \$1,055.75 as a result of the Tenants' failure to pay the above outlined utility costs.
- 15. Given their current financial situation, the Tenants sought the Board's consideration of a payment plan in order to get caught up with the past amounts owed towards utilities. The Landlord was open to consideration of a repayment plan where the terms were strictly outlined so that the parties understood their obligations.
- 16. I have considered the submissions of the parties, given the timing of the order issuance, have exercised my discretion in arriving at the repayment plan as outlined below.
- 17. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

- 1. The Tenants shall pay to the Landlord \$1,055.75, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
- 2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
- 3. The total amount the Tenants must pay the Landlord is \$1,241.75, less any amounts paid in accordance to the following schedule:

- a) \$400.00 on or before January 15, 2026;
 - b) \$400.00 on or before February 15, 2026;
 - c) \$441.75 on or before March 15, 2026;
4. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Alicia Johnson
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.