



**Order Issued Utilizing Section 78
Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-050879-25

In the matter of: 6 CICERELLA CRES
SCARBOROUGH ON M1K5B5

Between: Ghazanfar Iqbal Landlord
Irfan UI Haq

And

Richard Attila Tenant
Istvan Molnar

Ghazanfar Iqbal and Irfan UI Haq (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Attila and Istvan Molnar (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

Ghazanfar Iqbal and Irfan UI Haq (the 'Landlord') applied for an order requiring Richard Attila and Istvan Molnar (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 October 16, 2025.

The 1st named Landlord and the both Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. However, the Landlord has not established grounds for termination of the tenancy based on the N5 notice.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination

On June 9, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on June 9, 2025. The notice of termination contains the following allegations:

- On or about May 9, 2025, the Landlord testified that he forward to the Tenants the outstanding gas bill. This gas bill was for a billing period from November 19, 2024, to April 14, 2025. Additionally, the Landlord forward the Tenants another gas bill from April 15-30, 2025 in the amount of \$58.68.
 - On June 9, 2025, the water bill was the \$1,147.71, the Landlord texted this to the Tenants. The water bill was for the period of January 26 to May 25, 2025.
4. The Landlord stated that the Tenants participated in a three-way call with Enbridge gas, during which time the billing methodology was explained. This evidence was not disputed by the Tenant, in fact Mr. Attila confirmed participating in this call.
 5. Mr. Iqbal stated that to avoid service interruption and credit consequences, he paid the water bill of \$1,147.71, himself.
 6. Mr. Attila testified that he paid the utilities every month and believed the bills were excessively high. He stated that when the utilities bills were place in his name, the bills were significantly lower. He claimed that he may have paid for utilities relating to another property and paid double.
 7. Regarding the water bill, he believed that a water leakage contributed to the water bill being so high.
 8. I will note that the Landlord filed a copy of the tenancy agreement and the disputed utility bills.
 9. I asked the Tenant to produce proof of payment, the Tenant fail to produce:
 - a) Bank receipts or records
 - b) Utility provider statements
 - c) Evidence showing payment of the specific bills claimed in this application, November 19, 2024, to April 14, 2025, April 15-30, 2025, and January 26 to May 25, 2025.
 - d) Utility charges relating to another property he alleges paid for.
 10. In this case, the Tenant corrected the conduct within the statutory period, which voided the N5 notice. As a result, the Landlord does not succeed in terminating the tenancy based on the N5 notice, and eviction cannot be granted on that ground. Furthermore, the Landlord did not provide sufficient evidence to establish that the Tenant failed to remedy the conduct within the seven-day period. While the Landlord filed copies of the tenancy agreement and utility bills, these documents do not demonstrate that the breach continued after the notice was served. Therefore, the N5 notice cannot be relied upon to terminate the tenancy.
 11. However, voiding the N5 does not eliminate the underlying obligation to pay the disputed utility costs. The Board finds that the Tenant failed to provide any evidence that these

amounts were paid or that the issue was fully corrected. Therefore, while the Landlord does not “win” on the termination aspect of the N5, the Landlord is entitled to monetary compensation for unpaid utilities and related costs. The arrears continued up to the hearing date, and the Board will issue a conditional order requiring payment of \$1,817.00 and compliance with future utility obligation.

12. Compensation for unpaid utilities

The Tenant was required under the terms of the tenancy agreement to pay the costs of heat, electricity, and water. The evidence establishes that the Tenant failed to pay these utility costs. While the Tenant disputes the amount claimed by the Landlord, disagreement over the amount does not excuse non-payment. The Tenant continues to occupy the rental unit and consume utilities without providing proof of payment.

The Tenant acknowledged participating in a three-way call with the utility provider, during which the billing methodology was explained. This demonstrates that the Tenant was aware of the charges and their basis. Despite this, the Tenant failed to produce any documentary evidence of payment, any proof of a billing error, or evidence that payments were applied to another property. Mere speculation or belief that payments were made is not sufficient; evidence must be provided.

The Tenant's assertion that utility bills were excessively high and later decreased when placed in his name does not establish overbilling. No corroborating documentation was submitted to support this claim. In the absence of such evidence, I find the Tenant's testimony to be self-serving and lacking credibility.

I find that the Landlord's evidence, including copies of the tenancy agreement and contemporaneous utility bills, is credible and reliable. On a balance of probabilities, I find that the Tenant has failed to pay the required utility costs as agreed under the tenancy agreement.

13. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$1,817.00 as a result of the Tenant's failure to pay heat, electricity and/or water costs.
14. When I take into consideration that the arrears are solely relate to utilities and payment of the outstanding utilities will fully address the Landlord's loss. I find it appropriate to allow the Tenant 30 day to pay the balance of \$1,817.00 and conditional order to pay the utilities on time and in full for the next year or until January 9, 2027.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

- The Tenant shall pay to the Landlord \$1,817.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs, on or before February 8, 2026.
 - For a period of one year starting January 9, 2026, until December 9, 2026, the Tenant shall pay all utility bills on time and in full when they become due.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
 3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
 4. If the Landlord does not pay the Tenant the full amount owing on or before January 20, 2026, the Landlord 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

Anthony Bruno

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.