



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000067292 Ontario Inc v Belight, 2026 ONLTB 2493

Date: 2026-01-08

File Number: LTB-L-064267-25

In the matter of: Unit 1, 63 PELHAM RD
ST CATHARINES ON L2S1R6

Between: 1000067292 Ontario Inc Landlord

And

Camiel Belight Tenant

1000067292 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Camiel Belight (the 'Tenant') because:

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

The Landlord also applied for an order requiring 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. (L2 Application)

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 17, 2025.

The Landlord's Legal Representative, Irene Wabe, and the Tenant attended the hearing.

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 \$1,259.67. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.41. This amount is calculated as follows: $\$1,259.67 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$2,933.37.
7. The NSF charges claimed by the Landlord related to electronic fund transfers rather than NSF cheques. Since subsection 87(5) of the *Residential Tenancies Act, 2006*, does not provide a remedy for electronic fund transfers that fail due to non-sufficient funds, the Landlord's claim for NSF charges is denied.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,175.00 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.
10. Interest on the rent deposit, in the amount of \$1.37 is owing to the Tenant for the period from December 1, 2025, to December 17, 2025.

L2 Application:

N5 Notice of Termination

Substantial interference

11. On May 28, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. deemed served on June 2, 2025. The notice alleges alleging that the Tenant substantially interfered with the Landlord's lawful right, privilege, or interest by failing to pay utility costs, contrary to the terms of the tenancy agreement. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
12. On July 14, 2025, the Landlord gave the Tenant a second N5 notice of termination that was deemed served on July 19, 2025. The Landlord alleges that by July 4, 2025, the Tenant continued to fail to pay required utility costs under the lease and thereby substantially interfered with the Landlord's lawful rights and interests. The total amount claimed is \$802.61 for utility charges from January 2025 to March 2025.
13. At the hearing, the lease was submitted as evidence. Clause 6 provides that the Tenant is responsible for utility costs. The payment term states that the Tenant must contribute 20% of the property utility costs or fixed at \$100.00 per month, payable to the Landlord. It is not in dispute that the Tenant has paid \$100.00 each month toward utility costs.

14. The Landlord's Legal Representative stated that the rental property is a multi family building with five units that share one utility account. The Landlord receives utility bills each month and allocates charges among the units. She further stated that the Tenant's monthly share sometimes exceeds \$100.00 and that the Tenant did not pay any amount in excess of \$100.00. A statement for the first quarter of 2025 was submitted at the hearing. It lists the utility providers, the amounts paid by the owner, the Tenant's share, the payments received, and any balance owing.
15. However, the statement does not identify the specific billing periods within the first quarter of 2025, or the precise amounts billed by the utility providers for each month in that period. The Landlord did not provide any actual utility invoices at the hearing to corroborate the totals or to demonstrate how the monthly charges for January 2025 to March 2025 were calculated.
16. The Tenant testified that she did not receive monthly utility bills from the Landlord, and she disputes the amount claimed in the N5 notice. She stated that she does not understand how the Landlord calculated the total. The Landlord's Legal Representative stated that monthly statements were sent to the Tenant. However, no documentary evidence was submitted at the hearing to support that assertion.
17. On the evidence before me, I am not satisfied on a balance of probabilities that the Tenant failed to pay required utility costs under the lease. The undisputed evidence shows that the Tenant pays \$100.00 every month as required by the lease. The Landlord did not provide supporting invoices or sufficient particulars to establish the total amounts actually billed by the utility providers for the entire building during January, February, and March 2025 or to show how the Tenant's share was calculated. Without that proof, I am not persuaded that the Tenant failed to pay required utility costs or that the Landlord's lawful right, privilege, or interest was substantially interfered with for the purpose of section 64 of the Act. The L2 claim based on the N5 notices is dismissed.

Compensation for unpaid utilities

18. The Landlord also seeks \$980.00 for unpaid utility costs on the basis that the Tenant failed to pay heat, electricity, and water charges required under the tenancy agreement. For the same reasons set out above, the Landlord has not proven that the Tenant failed to pay amounts that were properly owing. The claim for compensation for utility costs is dismissed.

Relief from eviction

19. At the hearing, the Tenant explained that she was in an accident in June 2024 and lost her full-time job. She returned to full time employment in November 2025 and now earns approximately \$3,500.00 per month. She testified that she could pay the monthly rent in full and on time and that she will also pay \$250.00 on the 15th of each month toward her rent arrears. The Landlord opposed the proposed payment plan and noted that this is the second application for non-payment of rent since 2024. On the evidence, I find that the Tenant's circumstances have changed since this application was filed. She has returned to full time work and demonstrated the ability to make regular payments toward arrears.

20. Therefore, I find it appropriate to order a payment plan to resolve this application, based on the terms the Tenant proposed with one change. The Tenant proposed paying \$250.00 since January 15, 2026, and starts to pay monthly rent due on or before the first day of the month since January 1st, 2026. Since the second deadlines will have passed by the time the parties receive the order, so that the Tenant is required to pay January 2026 rent by January 15, 2026.
21. Accordingly, 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:

L1 Application:

1. The Tenants shall pay to the Landlord \$3,119.37, which represents arrears of rent and costs up to December 31, 2025.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date payment is due	Payment amount
January 15, 2026	\$250.00 (arrears & cost)
February 15, 2026	\$250.00 (arrears)
March 15, 2026	\$250.00 (arrears)
April 15, 2026	\$250.00 (arrears)
May 15, 2026	\$250.00 (arrears)
June 15, 2026	\$250.00 (arrears)
July 15, 2026	\$250.00 (arrears)
August 15, 2026	\$250.00 (arrears)
September 15, 2026	\$250.00 (arrears)
October 15, 2026	\$250.00 (arrears)
November 15, 2026	\$250.00 (arrears)
December 15, 2026	\$250.00 (arrears)
January 15, 2027	\$119.37 (arrears)

3. On or before January 15, 2026, the Tenants shall pay to the Landlord the lawful rent for January 2026.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

L2 Application:

6. The Landlord's L2 application is dismissed.

January 8, 2026

Date Issued

Joy Xiao

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.