



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

File Number: LTB-L-057736-25

In the matter of: BASEMENT, 39 AFTON RD
LONDON ON N5Z4A2

Between: Shanice Sybbliss-Narain Landlord

And

Nicole Bowen Tenants
Desmond Allen

Shanice Sybbliss-Narain (the 'Landlord') applied for an order requiring Nicole Bowen And Desmond Allen (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' 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 18, 2025.

Only the Landlord attended the hearing.

As of 9:30 a.m., the Tenants 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation for unpaid utilities in the application. Therefore, the Tenants shall pay to the Landlord \$1,836.63 for unpaid utility charges and costs.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on August 1, 2025.

Compensation for Unpaid Utilities

4. The Landlord's application was amended to include utilities up to the date the Tenants vacated the rental unit. The Landlord served the Tenants with copies of their evidence which included the total utility costs being sought by the Landlord thereby minimizing any prejudice that may have resulted from the amendment request.

5. The Tenants failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement. A copy of the Tenant's lease was submitted showing the Tenants are responsible for 50% of the heat, electricity, and water charges for the rental unit.
6. The Landlord submitted copies of the invoices from London Hydro for water and electricity, and invoices from Enbridge for heat (gas). All of the utility invoices were accompanied by e-mails showing them being sent to the Tenants each month.
7. The Landlord prepared a ledger of charges incurred from London Hydro and Enbridge showing the amount due from the Tenants after the 50% apportionment, payments received from the Tenants, and the amount outstanding for utilities.
8. Based on the evidence before me, I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$1,650.63 as a result of the Tenants' failure to pay heat, electricity and water costs.

Costs

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of August 1, 2025.
2. The Tenants shall pay to the Landlord \$1,650.63, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants owe the Landlord is \$1,836.63.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 18, 2026, the Tenants 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, 2026
Date Issued

Kyle McGraw
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.