



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-066679-25

In the matter of: 154 SHEPHERD DR
BARRIE ON L9J0P9

Between: Manjit Nancy Dhillon Landlord

And

David Mccurley Tenant

Manjit Nancy Dhillon (the 'Landlord') applied for an order requiring David Mccurley (the 'Tenant') to pay the rent that the Tenant owes. (L9 Application)

Manjit Nancy Dhillon (the 'Landlord') also applied for an order requiring David Mccurley (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)

Manjit Nancy Dhillon (the 'Landlord') also applied for an order requiring David Mccurley (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest. (L2 Application)

This application was heard by videoconference on November 18, 2025.

Only the Landlord's legal representative David Ciobotaru, and the Landlord attended the hearing.

As of 10:28 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant filed a request to adjourn the hearing on November 11, 2025, which was denied by endorsement on November 12, 2025. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L9 Application

1. The Tenant vacated the rental unit on October 12, 2025. The Tenant was in possession of the rental unit on the date the application was filed.

2. The Tenant did not pay the total rent they were required to pay for the period from July 1, 2025 to October 12, 2025.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The tenancy ended on October 12, 2025, as a result of the Tenant moving out in accordance with a notice given by the Tenant, and a subsequent LTB order in LTB-L-046001-25. Therefore, the Tenant's obligation to pay rent also ended on that date.
6. The rent arrears and daily compensation owing to October 12, 2025 are \$8,565.24.
7. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$69.72 is owing to the Tenant for the period from October 1, 2024 to October 12, 2025.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation for utilities and substantial interference in the application. Therefore, the Tenant shall pay to the Landlord \$2,056.09, on or before January 20, 2026.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The Tenant vacated the rental unit on October 12, 2025.

Compensation for Unpaid Utilities

13. The Tenant failed to pay heat, electricity and water 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 \$1,930.62 as a result of the Tenant's failure to pay heat, electricity, and water costs. The Landlord submitted a copy of the parties' lease agreement that shows the Tenant is responsible for all utility costs.
15. The Landlord submitted copies of the invoices from the City of Barrie for water expenses, Enbridge expenses for gas (heat), and invoices from Innpower for electricity. The Landlord testified that the Tenants were sent the bills by e-mail and text message. The invoices total \$1,930.62.

Compensation for Substantial Interference

16. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with a lawful right, privilege or interest of the Landlord.

17. The residential complex is a semi-detached house and the Tenant's lease provides that the Tenant is responsible for snow removal and cutting the grass. The Landlord submitted a copy of a by-law infraction that was paid as a result of the Tenant failing to clean up after their dog, and because the Tenant did not cut the grass.
18. Accordingly, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$125.47. These expenses were incurred as a result of the substantial interference.

It is ordered that:

L9 Application

1. The Tenant shall pay to the Landlord \$5,981.52. This amount includes rent arrears owing up to October 12, 2025, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

L2 Application

3. The tenancy between the Landlord and the Tenant is terminated as of October 12, 2025.
4. The Tenant shall pay to the Landlord \$1,930.62, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall pay to the Landlord \$125.47, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
6. The total amount the Tenant owes the Landlord in relation to the L2 application is \$2,056.09.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant 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

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.