



**Order under Section 87 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-061134-24

In the matter of: 3364 THUNDERBIRD PROM
PICKERING ON L1X0N1

Between: Prashant Kumar Ramdhavan Gupta Landlord
Rina Prashant Gupta

And

Charlene Howe Former Tenant

Prashant Kumar Ramdhavan Gupta and Rina Prashant Gupta (the 'Landlord') applied for an order requiring Charlene Howe and Aaron John Gauthier (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Prashant Kumar Ramdhavan Gupta and Rina Prashant Gupta (the 'Landlord') applied for an order requiring Charlene Howe and Aaron John Gauthier (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former 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 November 20, 2025.

The Landlord attended the hearing.

One of the Former Tenant's named on the application, Aaron John Gauthier, attended the hearing.

As of 11:55 am, the Former Tenant, Charlene Howe was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Amend application to remove prior order for arrears

1. The Landlord stated he served an N4 notice for nonpayment of rent to the Former Tenants on August 4, 2023 with a termination date of August 19, 2023. The Landlord filed an L1 application with the Board on August 21, 2023 and a hearing was held on January 22, 2023.
2. On the day of the hearing Charlene and the Landlord attended the hearing. Aaron was not in attendance. According to the mediated agreement Charlene had stated she had authority to reach an agreement on Aaron's behalf in his absence.
3. A mediated agreement was issued on January 30, 2024 for a non-voidable order and arrears owing in the amount of \$21,486.00 up to January 31, 2024. The termination of the tenancy was for February 29, 2024.
4. On the day of the Landlord's L10 application hearing the Landlord informed the Board of the prior mediated agreement for the arrears.
5. The Landlord requested to amend the application to remove the L10 arrears claim up to January 31, 2024.
6. Aaron did not dispute the Landlord's request.
7. Given that an order has already been issued by the Board to cover arrears up to January 31, 2024 the Landlord's L10 application is amended to include arrears claimed in the application from February 1, 2024 to March 15, 2024.
8. The application is amended and reflected in this order.

Former Tenant not in possession

9. The Former Tenant, Aaron stated that he had vacated the rental unit at the beginning of August 2023. Aaron stated he had sent emails to the Landlord informing him he was vacating the rental unit due to issues with Charlene and her son and police involvement.
10. Aaron stated he moved back in with his mother to care for her, who at the time was undergoing cancer treatment.
11. The Landlord testified he was aware that Aaron had vacated the rental unit when he served an N8 notice on December 28, 2023.
12. The Landlord stated this at 2.36.33 of the recording on the day of the Landlord's L10 application.
13. The Landlord filed the L1 application on August 21, 2023 after Aaron stated he had vacated and informed the Landlord by email.

14. I find this to be of concern given the Landlord was aware that Aaron was not in possession of the rental unit at the time he and the Former Tenant Charlene entered into the mediated agreement on January 22, 2024.

The Residential Tenancies Act, 2006 (the "Act") and Analysis

15. On the date this application was filed, subsection 87(1)(b) of the Act permitted a landlord to apply for an order for the payment of arrears of rent if the tenant is in possession of the rental unit. The effect of this section is that if the tenant is not in possession of the rental unit on the date the application is filed, the Board does not have jurisdiction to issue an order requiring the tenant to pay the arrears of rent. This is consistent with the decision of the Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker et al.* (2004 CanLII 59995 (ON CA)), based on the previous, but identical legislation.
16. I am persuaded by Aaron's testimony regarding his submission he vacated the rental unit early August 2023. I find his testimony credible and it is substantiated by the Landlord's submission the Landlord was aware Aaron was no longer in possession of the rental unit at the time he served the N8 notice on December 28, 2023.
17. With the totality of the evidence and submissions before me and on a balance of probabilities I find that Aaron was not in possession of the rental unit during the period the Landlord is claiming arrears from February 1, 2024 to March 15, 2024.
18. The Landlord's application shall be amended to remove Aaron John Gauthier from the Landlord's L10 application and is reflected in this order.

Determinations:

19. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
20. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
21. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the "Act") and Rule 3.3 of the LTB's Rules of Procedure.
22. These documents were served on October 17, 2025 by mailing the documents to the Former Tenant. The Landlord stated he enlisted the services of a skip tracer to find the current address of the Former Tenant.
23. The Former Tenant vacated the rental unit on March 15, 2024.
24. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Arrears of rent and daily compensation

25. The lawful rent was \$2,850.00. It was due on the 1st day of each month.
26. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: $\$2,850.00 \times 12$, divided by 365 days.
27. The Former Tenant has not made any payments since the application was filed.
28. The tenancy was terminated on a mediated nonvoidable agreement with a termination date of January 31, 2024. The Landlord stated that he drove by the rental unit every two days to see if the Former Tenant had vacated. The Landlord stated that on March 15, 2024 the Landlord drove by the rental unit and discovered the rental unit doors open and the rental unit vacant. This is the day the Landlord took back vacant possession of the rental unit and therefore, the Former Tenant's obligation to pay rent ended on that date.
29. The rent arrears and daily compensation owing to March 15, 2024 are \$4,255.35.
30. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears of rent owing in the amount of \$4,255.35 for the period from February 1, 2024 to March 15, 2024.

Unpaid utilities

31. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
32. The Landlord claims he incurred reasonable out-of-pocket expenses of \$1,403.08 as a result of the Former Tenant's failure to pay the utility costs.
33. The Landlord failed to submit evidence to the Board to support his claim in the application.
34. Normally on a claim for utilities on an L10 application I would expect to see evidence submitted in the form of a tenancy agreement to show what utilities the Former Tenant was obligated to pay and bills for the period the Landlord is claiming.
35. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities and in the absence of any documentary evidence I find the Landlord has not provided the allegations or the costs incurred he claims in the application.
36. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
37. There is no last month's rent deposit.
38. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

39. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,255.34, which represents rent and compensation owing up to March 15, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$4,441.35*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To March 15, 2024	\$4,255.35
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,441.35