



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

File Number: LTB-L-041972-24-AM

In the matter of: 3839 TURNER RD
WINDSOR ON N8W3N4

Between: Gopal Kataria Landlord

And

Devon Soucie aka Christopher Soucie Tenant
Katelyn Pendreigh aka Kate Pendreigh

This order amends the original order issued on December 2, 2024, which contained a clerical error. All changes to the original order are issued in underlined and bolded script.

Gopal Kataria (the 'Landlord') applied for an order to terminate the tenancy and evict Devon Soucie, Christopher Soucie, Katelyn Pendreigh and Kate Pendreigh (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring Devon Soucie, Christopher Soucie, Katelyn Pendreigh and Kate Pendreigh (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 November 27, 2024.

Only the Landlord's Legal Representative, Anthony Debly and the Landlord attended the hearing.

As of 9:32 a.m., the Tenant 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.

It is determined that:

1. The Tenant was in possession of the rental unit on the date the application was filed.

2. The Tenant vacated the rental unit on July 31, 2024. Therefore, the only remaining issue to be determined is the Landlord's claim for unpaid utilities.

Compensation for unpaid utilities

3. The Tenant failed to pay Enwin Utilities, Enbridge Utilities and Reliance hot water tank rental fees that they were required to pay under the terms of the tenancy agreement. The Landlord submitted a copy of the lease agreement into evidence.
4. The Landlord incurred reasonable out of pocket expenses of \$4,331.04 as a result of the Tenant's failure to pay utilities and the hot water tank rental. At the hearing, the Landlord's Legal Representative reviewed the details of each utility invoice including the amount and period claimed from April 2023 to April 2024 which they received from the service providers. The Landlord submitted copies of the monthly invoices and a ledger of unpaid utilities into evidence. I am satisfied based on the thorough review of the Landlord's evidence that the Landlord has proven the Tenant failed to pay the Landlord \$4,331.04 for unpaid utilities.
5. Utilities costs after the application was filed was not considered as there was no amendment made to the application prior to the hearing and no notice was given to the Tenant.

Daily compensation, NSF charges, rent deposit

6. The Landlord's Legal Representative submitted that at the time of vacating the rental unit the Tenants owed rent arrears. The Landlord's Legal Representative cited another LTB matter which was heard by the Board, (LTB-L-041871-24). When I reviewed this matter, it dealt with rent arrears owing up to July 31, 2024. Since the Board has already issued an order of rent arrears owing to July 31, 2024, daily compensation will not be ordered.

Requests for costs

7. At the hearing, the Landlord's Legal Representative sought \$700.00 in costs against the Tenant for having to attend to two different hearings.
8. Pursuant to s. 204(2) of the *Residential Tenancies Act, 2006* (the 'Act') the Board may order a party to an application to pay the costs of another party.
9. The Board's Rules of Practice state:

23.2 A member may exercise discretion to order a party to pay another party's:
representation/preparation fees; and other out-of-pocket expenses.

23.3 A party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.

10. Based on the submissions before the Board I do not find the evidence is sufficient to establish the Tenant's behaviour has been unreasonable throughout the proceedings and has caused delay in the proceedings. This is the first appearance on the Landlord's application where the matter proceeded on an uncontested basis. It is unclear what delay or unreasonable conduct was exhibited by the Tenant to warrant costs on top of a finding of substantial interference.
11. Therefore, the Landlord's request for costs is denied.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2024, the date the Tenants moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,331.04, 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 Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$4,517.04.
5. If the Tenant does not pay the Landlord the full amount owing on or before December 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 14, 2024, at 6.00% annually on the balance outstanding.

January 13, 2026
Date Amended

December 2, 2024
Date Issued

Teresa Hunt
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.