



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

File Number: LTB-L-068054-25

In the matter of: 50299 NOVA SCOTIA LINE
AYLMER ON N5H 2R2

Between: Van Overloop Tobacco Farms Ltd. Landlord

and

Sandra Litherland Tenant

Van Overloop Tobacco Farms Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Litherland (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 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 December 4, 2025. Only the Landlord, Carl Van Overloop, and the Landlord's representative, Susana Pereira, attended the hearing.

As of 9:56 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on November 27, 2025, pursuant to an eviction order issued in file LTB-L-068038-25. Therefore, the portion of this application seeking termination of the tenancy is moot and will not be considered. The Landlord withdrew its claim for daily compensation in this application, as that relief was already sought in the L1 application.
3. The Landlord seeks for an order requiring the Tenant to pay for the outstanding utility charges that the Tenant was obligated to pay under the terms of the tenancy.

4. The application as filed claims that the Tenant owes \$746.24 for unpaid utilities for the period of December 10, 2024 to June 19, 2025.
5. The Landlord amended the L2 application to add an additional claim for unpaid utilities in the amount of \$134.20 for the period of June 19, 2025 to September 22, 2025. Copies of the relevant utility statements were included in the Landlord's evidence brief, and a certificate of service was filed confirming that the amended materials were served on the Tenant. I find that it would not be unfair to grant the request to amend.
6. The Landlord confirmed that there is no written tenancy agreement. I asked whether the Landlord had any documentary evidence establishing the Tenant's obligation to pay water utilities under the terms of the tenancy.
7. The Landlord referred me to a previous N5 notice and email correspondence exchanged with the Tenant regarding payment of utilities. The Landlord states that the previous N5 notice was voided when the Tenant paid the outstanding utilities. The Landlord also relied on an email transfer records confirming that payment was made by the Tenant.
8. Based on the uncontested evidence before me, I am satisfied that the Tenant failed to pay water charges totaling \$880.44 that they were required to pay under the terms of the tenancy agreement.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. As of the date of the hearing, the Landlord was not holding a last month's rent deposit.

It is ordered that:

1. The Tenant shall pay to the Landlord \$880.44, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$1,066.44.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Adeela Alvez
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.