



Order under Sections 69 and 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-072401-25

In the matter of: BASEMENT, 49 RATTLESNAKE RD
BRAMPTON ON L6R3B9

Between: ERNELL FAVOURS and Landlords
DELORES FAVOURS

And

NATASSIA ANNA-KAYE PHILLIPS Tenants
BECKFORD and
TYLER NASHAWNA FRANCIS

Ernell Favours and Delores Favours ('EF' and 'DF' or collectively, the 'Landlords') applied for an order to terminate the tenancy and evict Natassia Anna-Kaye Phillips Beckford, Tyler Nashawna Francis and (the 'Ms. Phillips' and "TNF" or collectively, the 'Tenants') because: the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2 application)

As part of the L2 application, the Landlords also applied for an order requiring the Tenants to pay the Landlords' 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 L2 application was heard by videoconference on December 15, 2025.

The Landlords, the Landlords' Legal Representative, Shubreet Josan ('LLR'), and one of the Tenants, Natassia Anna-Kaye Phillips Beckford ("Ms. Phillips"), attended the hearing.

As Tenant Duty Counsel (TDC) was not available prior to the hearing, Ms. Phillips was returned to the videoconference main room at the end of the hearing so she could await TDC (understanding that there was no guarantee that TDC would appear).

Preliminary Issues

- i. It was determined during the hearing that one of the named Tenants in the L2 application is Ms. Phillips' 11-year old son. Since the son, Rajon Otis Beckford, is a minor, I have removed his name from the style of cause, and this change is reflected in the title of proceedings above.

- ii. I noted that there were two L2 applications filed by LLR on September 3, 2025, the first one being the application that was processed by the LTB and the second being an application to add a claim of unpaid utilities under section 88.2 of the *Residential Tenancies Act, 2006* (the 'Act'). Based on the parties' apparent preparedness to address both the Landlords' claim for personal use and for unpaid utilities, I was satisfied to treat the second-filed application as a request to amend and then to accept the amended version for the purposes of hearing the full claims during this merits hearing.

Determinations:

1. The Landlords introduced the matter by stating that on a request of a mutual friend, the Landlords agreed to have the Tenants (and Ms. Phillips' son) move into the basement unit in 2024 as a temporary measure while having the Landlords' children move upstairs to accommodate the move-in.
2. The parties were able to agree on the following facts:
 - a) The Tenants did receive the N12 notice of termination that forms the basis of this L2 application (although the Tenants did not recall receiving any previous N12 as was disclosed in the L2 application).
 - b) The tenancy between the parties is still an active tenancy
 - c) The monthly rent is \$1,700.00 plus 1/3 of the utility costs (hydro, gas, water) that the Landlords incur monthly for the rental unit building from the respective utility companies.
 - d) There is no rent deposit being held by the Landlords.
 - e) The Landlords paid the requisite one-month compensation.
3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for unpaid utilities in the L2 application (as amended). Therefore, the order below sets out a postponed termination date and a requirement for the Tenants to pay the claimed utility amount under the L2 application.
4. N12 Notice of Termination : - On August 27, 2025, the Landlord mailed the Tenants an N12 notice of termination which is deemed served on September 1, 2025, with the termination date of October 31, 2025. The Landlords claim that they require vacant possession of the rental unit for the purpose of residential occupation by their children, Shayna Favours and Ernell Favour, Jr.
5. Along with the filing of the L2 application, the declarations of the Landlords' children, Shayna Favours and Ernell Favour, Jr, were submitted and appeared to be in good order. The Landlords confirmed that their adult children would like to return to living in the rental unit as soon as possible, for at least one year.
6. On behalf of the Tenants, Ms. Phillips stated they did not contest the Landlords' application, but required extra time to move out. She testified that her 11-year son is autistic and has settled in a school nearby. Ms. Phillips stated she has found a place to move to, but would need a couple of months in order to move out.

7. Based on the parties' submissions, and on a balance of probabilities, I find the Landlords in good faith requires possession of the rental unit for the purpose of Shayna Favours' and Ernell Favour, Jr's residential occupation for a period of at least one year.
8. I also find the Landlords have compensated the Tenants an amount equal to one month's rent by October 31, 2025 (by way of October 2025 rent being waived). In other words, I find the Landlords complied with the compensatory payment set out under subsections 48.1 and 55.1 of the Act.
9. Section 83 relief from eviction:- I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
10. Before me, the Tenants asked to postpone the termination to the end of February 2026 to allow time for them to finalize a move (to accommodate Ms. Phillips' son) and weighing the Tenants' request against the Landlords' stated needs, I believe February 28, 2026 represents a fair and reasonable date to end the tenancy.
11. Compensation for unpaid utilities- s.88.2 of the Act:- For the reasons given below, I find the Tenants failed to pay \$343.74 in water, electricity and gas costs that they were required to pay under the terms of the tenancy agreement.
12. The parties both agreed that under the terms of the tenancy agreement, the Tenants are to pay one-third (1/3) of the utility costs (water, electricity, gas) that the Landlords received for the rental unit building.
13. The L2 application, as amended, set a claim for \$296.72 in unpaid electricity costs, but was increased to a claim of \$343.74 in unpaid electricity, gas and water costs during the hearing. The Landlords led exhibits LL#1 (copies of water/wastewater and gas charges) and LL#2 (electricity charges) that they confirmed they paid but were not reimbursed by the Tenants.
14. The Landlords requested that some additional approximate amounts be added to the amount claimed such as for the period of February 2025 to May 2025 in respect of the water/wastewater bill. I took their submission in but upon review, have determined that I would not award such values without an actual paid bill being submitted into evidence. For the actual bills submitted and paid by the Landlord that make up the \$343.74 amount being claimed, see Table 1 in the postscript below for the summary of bills submitted.
15. It was evident from both parties' submissions that their relationship between the Landlords and Tenants soured once the N12 notice had been served on the Tenants.
16. The Landlords stated the Tenants stopped paying rents and utility costs once the N12 was served.
17. Ms. Phillips did not deny that the Tenants stopped paying their share of utility costs but stated that the Landlords never provided copies of actual utility bills for the amounts being requested, and they did not provide rent receipts. Further, she testified that part of the deterioration in their relationship came from one time when EF entered the rental unit without prior notice and surprised Ms. Phillips' daughter who was not dressed. EF denied

the claim altogether, adding a counterstatement that he always gives 24-hours proper notice before entering.

18. From the foregoing, I find that on a balance of probabilities, the Tenants failed to pay their agreed-to share of utility costs for the rental unit, specifically in the amount of \$343.74.
19. As the Landlords were successful with their section 88.2 utility charges claim, the Landlords are also entitled to being reimbursed the \$186.00 filing fee by the Tenants. (reference: LTB Interpretation Guideline no. 3)
20. As part of the order below, the Landlords will be ordered to provide the Tenants with copies of all utility bills that the Tenants will be required to be paid from after the filing of the L2 application to the end of the tenancy. As well, the Landlords will be ordered to provide the Tenants with a proper receipt to evidence all rents paid to the Landlords from the start of the tenancy to its end.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of February 28, 2026.
2. The Tenants must move out of the rental unit on or before February 28, 2026.
3. If the rental unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlords on or after March 1, 2026.
5. The Tenants shall pay to the Landlords \$343.74, which represents unpaid water, gas and electricity utility costs up to the end of September 2025.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the L2 application.
7. The total amount the Tenants owe the Landlords is \$529.74
8. If the Tenants do not pay the Landlords the full amount owing of \$529.74 on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
9. On or before January 31, 2026, the Landlords will provide the Tenants with true copies of water, electricity and gas bills that the Landlords have received from September 3, 2025 (the date the L2 application was filed) and continuing up to the last bills received for the tenancy between the parties, which is ordered to end on February 28, 2026.
10. On or before February 28, 2026, the Landlords will provide the Tenants with a properly prepared/signed receipt to show all of the rents the Tenants have paid the Landlords under this tenancy.

January 19, 2026
Date Issued

Alex Brkic
 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

TABLE 1 – UTILITY COSTS CLAIMED

Utility company	Coverage Period or Bill issuance date	Amount charged + paid by LLs	Amount due by TTS (1/3)	Amount paid by TTs	Amount owing by TTs
Peel Water (LL#1)	Feb 26-May 26/2025	\$335.44	\$111.81	0	\$111.81
Enbridge Gas (LL#1)	May 15/2025	\$78.15	\$26.05	0	\$26.05
Enbridge Gas (LL#1)	June 16/2025	\$59.20	\$19.73	0	\$19.73
Enbridge Gas (LL#1)	July 16/2025	\$102.12	\$34.04	0	\$34.04
Alectra Electricity (LL#2)	May 5/2025	\$183.12	\$61.04	0	\$61.04
Alectra Electricity (LL#2)	June 3/2025	\$135.23	\$45.08	0	\$45.08
Alectra Electricity (LL#2)	July 3/2025	\$134.98	\$45.99	0	\$45.99
				TOTAL OWING:	\$343.74