



**Order under Sections 69 and 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-046975-25

In the matter of: 307 PRINCE OF WALES DR
WHITBY ON L1N6P2

Between: Yunfei Dong Landlord

And

Christopher Elson Tenant
Kirsty Law

Yunfei Dong (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Elson and Kirsty Law (hereafter collectively referred to as 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 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 January 8, 2026.

The Landlord, the Landlord's Agent, Yaru Feng, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord the amount of 1,946.73, on or before February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Application Amendment

3. The parties agree that the Tenant vacated the rental unit on September 20, 2025.
4. The Landlord sought to amend their application in order to claim the total amount of \$1,760.73 for the 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.

5. The Landlord only sought to proceed with their claim for 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 agreement¹, as the component relating to the termination of the tenancy is moot under the circumstances.
6. The Tenant was not opposed to the Landlord's amendment request.
7. Pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

Compensation for unpaid utilities

8. The parties agree that, pursuant to the terms of the tenancy agreement, the Tenant was responsible for the costs of utilities, including water.
9. The Landlord's Agent testified that the Tenant failed to pay water costs. Specifically, the Tenant did not pay:
 - The amount of \$428.43 for the water costs related to the period starting November 14, 2024, and ending February 19, 2025, as it appears from a copy of the Water and sanitary sewer invoice dated February 21, 2025, from *The Regional Municipality of Durham* (DOC-5902872, page 1 of 2; Exhibit 1).
 - The amount of \$431.89 for the water costs related to the period starting February 19, 2025, and ending May 16, 2025, as it appears from a copy of the *Water and Sanitary Sewer* invoice dated May 21, 2025, from *The Regional Municipality of Durham* (DOC-5902872, page 2 of 2; Exhibit 2).
 - The amount of \$748.41 for the water costs related to the period starting May 16, 2025, and ending August 12, 2025, as it appears from a copy of the *Water and Sanitary Sewer* invoice dated August 19, 2025, from *The Regional Municipality of Durham* (DOC-6576964; Exhibit 3).
 - The prorated amount of \$152.00 for the water costs related to the period starting August 12, 2025, and September 20, 2025, as it appears from a copy of the *Water and Sanitary Sewer* invoice dated November 21, 2025, from *The Regional Municipality of Durham* (DOC-7045305; Exhibit 4).
10. The Landlord's Agent indicated that, due to the Tenant's failure to pay the required water costs, the Landlord proceeded to pay the total amount of \$1,760.73 to the *Regional Municipality of Durham*.

¹ Section 88.2 of the *Residential Tenancies Act, 2006*.

11. The Tenant did not dispute the authenticity of the *Water and Sanitary Sewer* invoices submitted by the Landlord (Exhibits 1 to 4) and agreed that they had not paid any of the amounts being claimed by the Landlord.

Issues the Tenant Intended to Raise

12. During the hearing, The Tenant sought to raise issues relating to the Landlord's alleged failure to abide by their maintenance obligations under the Act, or failure to comply with health, safety, housing or maintenance standard, in order to try to obtain a rent abatement that could be set off against the unpaid utilities owing to the Landlord, and therefore reduce the amount the Tenant owed.
13. Subsection 82(1) of the Act reads as follows:

82(1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). [Emphasis Added]

14. While the application was originally brought forward under section 69 of the Act, the application was never based upon a notice of termination under section 59 of the Act (*i.e* arrears of rent). Accordingly, the provisions of the Act do not permit the Tenant to raise any such issues under the circumstances.
15. The Tenant would be able to present their claims in their own tenant application – if they elected to proceed in filing such an application (subject to any limitation that may apply²) at a later date.
16. The Tenant may wish to seek legal advice in order to have a better understanding of their rights and recourses in the event they intend to file an application against the Landlord.

Analysis

17. On the basis of the evidence and submissions before me, I am satisfied - on a balance of probabilities - that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement, which led to the Landlord incurring reasonable out-of-pocket expenses of \$1,760.73. Indeed, the testimony from the Landlord's Agent was consistent and credible, and corroborated by contemporaneous documentary evidence (Exhibits 1 to 4) which were not disputed by the Tenant.
18. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

² Subsection 29(2) of the *Residential Tenancies Act, 2006*.

19. Therefore, the Tenant shall pay to the Landlord the total amount of \$1,946.73.

20. The Landlord was amenable to providing the Tenant until February 28, 2026, to pay the aforementioned amount.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 20, 2025.
2. The Tenant shall pay to the Landlord the amount of \$1,946.73, which represents:
 - \$1,760.73 for the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
 - \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 14, 2026
Date Issued

Alexandre Traboulsi
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.