



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

File Number: LTB-L-061981-24

In the matter of: 57 GAYDON AVE
toronto ON M9M1G6

Between: Irene Matuku Landlord

And

Maksym Sonnikov Former Tenant
Hennadi Sonnikov
Ivan Pop
Volodymyr Zaika
Volodymyr Pertsev

Irene Matuku (the 'Landlord') applied for an order requiring Maksym Sonnikov, Hennadi Sonnikov, Ivan Pop, Volodymyr Zaika and Volodymyr Pertsev (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 January 6, 2026, at 09:00 am.

The Landlord and the Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. 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.
3. 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.
4. These documents were served on June 12, 2025, by handing the documents to the Former Tenants.
5. The Former Tenant vacated the rental unit on June 1, 2024.

6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

8. It was the Landlord's testimony that the Former Tenants failed to pay the heat, electricity and water bills for the period of May and June 2024 resulting in out-of-pocket costs totalling \$1,084.54. They supported their testimony with copies of the bills entered in evidence.
9. In response the Former Tenants denied the allegation, testifying they had vacated on June 1, 2024, and they paid the bills prior to vacating. They supported their submissions with screenshots of electronic fund transfers made to the Landlord. They also testified to paying an estimated amount for the bills not provided to them prior to vacating.
10. The Landlord corroborated this but reiterated that the Former Tenants failed to pay the full amount owing again referring to the invoices entered in evidence.
11. Based on the above submissions, I am satisfied on the balance of probabilities that the Former Tenants failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement for the period of May to June 2024.
12. Specifically, having reviewed the bills and electronic funds transferred entered by both parties I calculated that the Former Tenants were required to pay \$1,000.52 from Amy to June 2024 and they only paid \$377.11. Accordingly, on this basis I am satisfied the Landlord incurred reasonable out-of-pocket expenses of \$623.41 as a result of the Former Tenant's failure to pay heat, electricity and water costs.
13. The Landlord incurred costs of \$186.00 when filing their application and is entitled to be reimbursed for those costs.
14. Having made my determination the Former Tenant's reiterated their belief that they had paid all the outstanding monies and requested time to review the records. However, given they failed to provide any additional information for the matter before me I denied the request.
15. In response the Former Tenants testified they were capable of paying the full amount owing within the standard amount of time allotted.

Rent Deposit

12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$623.41, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The total amount the Former Tenants owe the Landlord is \$809.41*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

January 19, 2026

Date Issued

Kelly Delaney

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:

Utility Costs	\$623.41
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$809.41