



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

**Citation:** BOHUNICKY v BLAKE, 2026 ONLTB 3633

**Date:** 2026-01-20

**File Number:** LTB-L-089964-25

**In the matter of:** UPPER, 441 GENEVA ST  
ST CATHARINES ON L2N2H2

**Between:** EMILIE BOHUNICKY Landlord

**And**

DON BLAKE Tenant

EMILIE BOHUNICKY (the 'Landlord') applied for an order to terminate the tenancy and evict DON BLAKE (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 January 7, 2026. The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities a portion of the L2 application. Therefore, the Tenant shall pay to the Landlord \$495.26 for unpaid utilities. The remainder of the Landlord's application is dismissed.
2. By way of background, the rental unit is a detached home with two rental units. The Tenant occupies the upper rental unit. The basement rental unit has been unoccupied since January 1, 2025. The tenancy began approximately November 1, 2014.
3. The Tenant was in possession of the rental unit on the date the application was filed

4. On July 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging that the Tenant on July 25, 2025, and July 26, 2025, used abusive language towards the Landlord's family. No further incidents occurred during the seven-day voiding period.
5. On October 9, 2025, the Landlord gave the Tenant a second N5 notice of termination. The second notice of termination alleges that the Tenant used verbally aggressive language towards the Landlord on October 8, 2025.
6. The Landlord testified that in mid-June she spoke with the Tenant advising him that the back patio area at the rental unit required repairs due to tree roots which included cutting down the tree, digging up the roots, and relaying the patio stones. She says he acknowledged this and did not appear to have any concerns about the proposed repairs.
7. On July 25, 2025, the Landlord's two sons and a third individual (the 'three males') were outside in the yard undertaking the repairs. The Landlord states that the Tenant had been using alcohol and came outside and became verbally aggressive towards her sons shouting at them because of the noise and angry because he was not given 24-hour notice of their attendance. The Tenant called police.
8. On July 26, 2025, the three males had returned to continue to work on the property. The Landlord alleges the Tenant was again "drunk" and came outside threatening the three males. The Landlord submits the Tenant challenged one of three males to a fight.
9. The Tenant denies the Landlord's allegations. He says he was not using alcohol and had just come home from work to find three people in the back yard. He states they came at unusual hour and when he told them they had not given proper written notice, they told him he could not tell them what to do. He says he did not challenge anyone to a fight. He is only 145 lbs, and he would not have challenged three males to a fight.
10. The Landlord submits the entire exchange on July 26, 2025, was filmed and this video evidence had been provided to the Board. During this incident, police were called and one of the Landlord's sons was charged with assaulting the Tenant. The Landlord sought to introduce the video to demonstrate that the Tenant had been the aggressor and that her son did not in fact instigate the altercation.
11. The Tenant states that the video was edited heavily and thus was not reliable. Specifically, he says there had been an exchange between the pair which preceded what was captured on the video, and that this painted a very different picture of what actually took place that night.
12. I declined to observe the video evidence for two reasons. First, the Tenant challenged the completeness and reliability of the video evidence. Second, the Landlord's own evidence was that the police observed the video the night of July 26, 2025, yet the police charged only her son, not the Tenant. The Landlord states her son is "innocent" and should not have been charged. However, I can only surmise that the police did not find the video evidence presented to them compelling enough to determine that her son was not the instigator in this situation. If the police did not find that evidence compelling, I am unclear how I can make a different finding particularly when the Tenant states the video did not demonstrate the entire exchange between the parties. This evidence is also not relevant to my finding that there had been an abusive exchange on October 8, 2025.

13. The incident alleged on October 8, 2025, the Tenant is alleged to have been taking photos of the Tenant's son at the property next door. The Landlord, joined by her son, went to the Tenant's rental unit to confront him about taking the photo and trespassing on the property next door. The Landlord says the Tenant swore at them and told them to get out of there.
14. The Tenant submits he was taking photos of the Landlord's son, because he was the son who had assaulted him, and he was in breach of his release order. So he was taking the photos for this purpose. It is not clear to me whether the son who attended the rental with the Landlord to confront the Tenant, was the same individual who had been criminally charged of assaulting the Tenant in July. The Tenant says that the only reason the Landlord came over was to confront him about taking pictures because she was concerned about her son being breached on his criminal charges for assault and not because the Tenant had done anything to cause a problem.
15. The issue here is that, in my view, the Landlord provoked the Tenant. The Landlord could have simply observed the behaviour and sent the Tenant the second N5 notice. There was no need for her to attend the Tenant's rental unit to "confront" him. This leads me to question the credibility of the Landlord's evidence.
16. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
17. I am not persuaded that the Landlord has proven the allegations against the Tenant on a balance of probabilities. I say this because the Landlord led no other evidence except her oral testimony to demonstrate that the Tenant had been verbally aggressive or, at the very least, that the Tenant was not treated aggressively in the first place. I accept that there may have been some cross words exchanged between the parties; however, I find her testimony lacks credibility given that her son was the only person charged by police for assaulting the Tenant.
18. Given that I am not persuaded that the Landlord met her burden of proof pertaining to the first N5, it is not necessary to consider whether there is merit to the second N5.

#### Utilities

19. The Landlord asserts that the Tenant failed to pay utilities totalling \$2,148.16, copies of which were submitted into evidence (DOC-7055110). The invoices note the service location is that of 441 Geneva Street and go back as far as November 2021.
20. The Landlord submits that she had paid the water bills, but that the Tenant had not reimbursed her for them. When questioned as to why there had been such a lengthy delay in claiming some of these invoices (for example, November 18, 2021), the Landlord said that she and the Tenant had a side agreement where she would pay for the water bills, but in exchange, the Tenant was going to build a staircase for her. However, he had not built the staircase, so she wanted to be reimbursed for the water bills.
21. The Landlord could not provide a copy of the lease for the rental unit. She explained that she had prepared a lease, but that the Tenant had refused to sign it. She prepared a

second copy of the lease and gave it to the Tenant, but again he refused to sign it and did not give the lease back. The Landlord did not keep a copy of the lease agreement she gave to the Tenant.

22. Although the Landlord did not have a lease, the Landlord was able to provide a copy of the Tenant's rental application (DOC-7054847). The Landlord gave evidence that at the inception of the tenancy, the Tenant agreed to pay the water bills for the entire house even though he would not have been responsible for the entire house.
23. Given that there is no lease, the next best piece of evidence which I could review was the rental application ('application'). The application notes the address of the rental unit as "441 Geneva House (main floor)". On the second page, the application appears to be signed by the Tenant. It also specifies the monthly rent and that the Tenant is responsible for hydro, gas, heat, and water. Based on the rental application, I conclude that the Tenant was expected to pay for the utilities under his rental agreement.
24. However, the Landlord is claiming that the Tenant owes utilities for the entire rental complex even though the Tenant did not occupy the entire complex. The issue here is that there is no evidence before me to support this assertion. There is no mention of the Tenant's agreement to pay for the utilities for the entire rental complex in the application and there are no other documents upon which I can rely including any agreement between the parties that the Tenant agreed to trade labour for the payment of water bills.
25. The Landlord submits she has proof that the Tenant did pay the utilities for many years. However, the Landlord did not submit the documentation into evidence which could have corroborated her claim. The only document available, the application, shows he agreed utilities were to be paid, but lists the address specifically as the upper floor and not the entire rental complex.
26. The Landlord submits that the basement had been vacant since January 2025. The Tenant does not contest this. Two invoices for water totalling \$ since January 2025 were submitted (September 19, 2025, \$210.20 & November 21, 2025, \$285.06). Given that there were no other tenants who could have used the water utility since January 2025 because the basement has been vacant, and given that the Tenant signed the application showing his understanding he was to pay utilities for his rental unit, I find that the Landlord is entitled to the reimbursement of these two invoices. An order will follow.
27. This order contains all of the reasons within it. No further reasons shall issue.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$495.26, 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 \$681.26.

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 20, 2026**

**Date Issued**

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Jane Dean

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 July 25, 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.