



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

File Number: LTB-L-082559-25

In the matter of: 195 York Mills Road
Toronto ON M2L1K8

Between: Moshe Sudai Landlords
Tamar Sudai

And

Tara McLoughlin Tenant

Moshe Sudai and Tamar Sudai (the 'Landlords') applied for an order to terminate the tenancy and evict Tara McLoughlin (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 Landlords or another tenant

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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 13, 2026.

Only the Landlords attended the hearing.

As of 9:55 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. On September 22, 2025, the Landlords gave the Tenant an N5 notice of termination, with the termination date of October 12, 2025. The N5 notice was deemed served on October 1, 2025.
2. At the hearing, I raised a preliminary issue with the N5 notice of termination. Specifically, the N5 notice was deemed served on October 1, 2025, with the termination date of October 12, 2025. A first N5 notice must have a termination date at least 20 days after it

was deemed served. Therefore, the N5 notice was defective, however, the Landlords agreed to proceed with their claim for unpaid utilities and not termination of the tenancy.

3. The Tenant was in possession of the rental unit on the date the application was filed.

Compensation for unpaid utilities

4. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
5. The Landlords testified that the Tenant is responsible for water costs and submitted the lease into evidence to support their position. I find that the water costs are the responsibility of the Tenant. The lease was clear and supported the Landlords' claim that the Tenant is responsible for water bills.
6. Furthermore, the Landlords adduced evidence at the hearing to support that they have incurred reasonable out of pocket expenses for the Tenant's failure to pay water costs. The Landlords have incurred reasonable out-of-pocket expenses of \$2,697.38 as a result of the Tenant's failure to pay water costs and the Tenant shall pay them this amount. The Landlords submitted into evidence water bill invoices from October 15, 2024 to December 18, 2025 that supported their position that they had incurred the amount above in out-of-pocket expenses.

Daily compensation, NSF charges, rent deposit

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlords \$2,883.38, which represents the reasonable out-of-pocket expenses the Landlords has incurred or will incur as a result of the unpaid utility costs and the cost of filing the application.
2. If the Tenant does not pay the Landlords the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Vishal Nanda
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.