



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-081129-25

In the matter of: 33, 441 STONEHENGE DR
HAMILTON ON L9K0B1

Between: ALI ALMUBARAK Landlord

And

ALEXIS NATALIE BENNET Tenant

ALI ALMUBARAK (the 'Landlord') applied for an order to terminate the tenancy and evict ALEXIS NATALIE BENNET (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.

ALI ALMUBARAK (the 'Landlord') also applied for an order requiring ALEXIS NATALIE BENNET (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.

ALI ALMUBARAK (the 'Landlord') also applied for an order requiring ALEXIS NATALIE BENNET (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 12, 2026.

Only the Landlord's Legal Representative, Yassaman Ayoubi, attended the hearing.

As of 11:08 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the application is granted as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 4, 2025.

N5 Notice of Termination

4. On August 28, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on September 2, 2025. The notice of termination contains allegations that the Tenant failed to pay the Landlord for utilities that they were liable for under the terms of their residential lease.
5. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination, in that they did not pay the utility amounts outstanding. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. In their application, the Landlord claimed water bills owing to Alectra as follows:
 - a) 3 Mar – 4 Apr 2025 - \$171.99
 - b) 4 Apr – 7 May 2025 - \$103.22
 - c) 7 May – 4 Jun 2025 - \$75.82
 - d) 6 Jun – 9 Jul 2025 - \$350.51
 - e) 9 Jul – 8 Aug 2025 - \$405.21

TOTAL: \$1,106.75

7. The Landlord submitted copies of these bills, as well as the lease agreement with the Tenant, into evidence.
8. Upon reviewing the Alectra bills submitted by the Landlord, I noted that there were differences in the amounts outlined on the bills and those claimed by the Landlord. After confirming the amounts of the five submitted utility bills with the Landlord's Legal Representative, I accepted the Landlord's request to amend the application to reflect the actual amounts of the utility bills. These bills had been served on the Tenant, so I determined that there was no prejudice to the Tenant to accept this amendment.
9. I also noted that the bills were in the name of the Landlord and that the Landlord was claiming reimbursement for penalties for late payment of these bills. After obtaining submissions from the Landlord's Legal Representative, I determined that I would not attribute these late fees to the Tenant. Given the bills were in the name of the Landlord, the Landlord maintained the responsibility to pay them on time.

10. Upon amending the monthly amounts claimed (due to Landlord error and negating the penalties), I determined that the actual utility amounts owing by the Tenant were as follows:

- a) 7 Mar 25 – 4 Apr 25 = \$106.21
- b) 4 Apr 25 – 7 May 25 = \$102.29
- c) 7 May 25 – 4 Jun 25 = \$73.24
- d) 4 Jun 25 – 9 Jul 25 = \$518.97
- e) 9 Jul 25 – 8 Aug 25 = \$400.43

TOTAL = \$1,201.14

11. The Landlord also claimed out-of-pocket expenses in relation to substantial interference regarding an administrative fee charged to the Landlord's property tax account for a transfer of the amounts owing to the water utility in the amount of \$46.50. For similar reasons to those outlined in paragraph 9 above, I determined that this fee should not be charged to the Tenant.

12. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.

13. I find that the Tenant is liable to pay the Landlord \$1,201.14 as reimbursement for unpaid utility bills the Tenant was responsible for under the terms of their lease agreement.

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

It is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated as of November 4, 2025.
- 2. The Tenant shall pay to the Landlord \$1,201.14, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
- 3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
- 4. The total amount the Tenant must pay the Landlord is \$1,387.14
- 5. If the Tenant does not pay the Landlord 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

Curtis Smith
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.