



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

File Number: LTB-L-067972-25

In the matter of: 68 NAPA HILL CRT
THORNHILL ON L4J8S2

Between: Jiaqi Nie Landlord

And

Nagi Rafi Cohen
Moralie Shechter Tenants

Jiaqi Nie (the 'Landlord') applied for an order to terminate the tenancy and evict Nagi Rafi Cohen and Morale Shechter (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

Jiaqi Nie (the 'Landlord') also applied for an order requiring Nagi Rafi Cohen and Morale Shechter (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 8, 2025.

Only the Landlord's legal representative Julie Jing Zhu attended the hearing.

As of 10:28 a.m., the Tenants were 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 claim for compensation in the application. Therefore, the Tenants shall pay to the Landlord \$11,960.91 for unpaid utility charges owing pursuant to the tenancy agreement and costs.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 30, 2025.

N5 Notice of Termination- Substantial Interference

4. On July 29, 2025, the Landlord gave the Tenants an N5 notice of termination with a termination date of August 24, 2025. The notice of termination contains allegation that the Tenants failed to pay utility costs for water due pursuant to the tenancy agreement between February 2023 and May 2025.
5. The Tenants vacated the rental unit on October 30, 2025, and accordingly, the Landlord's request for termination of the tenancy and eviction is moot.

Compensation for Unpaid Utilities

6. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
7. A copy of the tenancy agreement was submitted showing the Tenants are responsible for water charges. A tax roll ledger shows the various water charges relating to the rental unit were added to the Landlord's municipal taxes.
8. A ledger prepared by the Landlord's representative shows a simplified breakdown of the water charges added to the Landlord's municipal taxes between February 2023 to May 2025.
9. The total amount charged to the Landlord's municipal taxes for water consumption at the rental unit is \$12,369.92 however, this amount includes \$457.01 in administrative charges, and an additional \$138.00 listed as "costs". The total amount of additional charges is \$595.01.
10. The additional amounts for administrative charges and costs are not utility costs as contemplated by section 88.2 of the Act and accordingly, the amount claimed by the Landlord is reduced by \$595.01.
11. Based on the evidence and submissions before me, I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$11,774.91 as a result of the Tenant's failure to pay water costs.
12. 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 October 30, 2025.
2. The Tenant shall pay to the Landlord \$11,774.91, 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 \$11,960.91.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026

Date Issued

Kyle McGraw

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.