



**Amended Order under Section 69 / 88.2
Residential Tenancies Act, 2006
And
Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-027881-25-AM

In the matter of: 2nd Floor Unit, 26 ALBINA ST
WELLAND ON L3C1P3

Between: Victoria Suen Landlord

And

Irlandy Israel Aleman Tenant

Victoria Suen (the 'Landlord') applied for an order to terminate the tenancy and evict Irlandy Israel Aleman (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.

Victoria Suen (the 'Landlord') also applied for an order requiring Irlandy Israel Aleman (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 August 19, 2025.

Only the Landlord's legal representative, Judith Callender, attended the hearing.

As of 10:20am, 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.

This amended order is issued to correct an error in the order issued on December 23, 2025. The original order did not accurately reflect the terms of the conditional order. The changes are bolded and underlined below.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation for unpaid utilities in the application. However, the Landlord is not seeking an eviction order or daily compensation. Instead, the Landlord seeks an order requiring the Tenant to pay outstanding utility charges and conditions structuring the payment of future utility bills, enforceable under section 78 of the *Residential Tenancies Act, 2006* (the 'Act'). I grant that relief and, as set out below, grant relief from eviction so that the tenancy may continue if the Tenant complies with the conditions in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 28, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of March 20, 2025. This is the first N5 notice given to the Tenant. The notice, including Schedule A, states that it is a term of the tenancy agreement that the Tenant is responsible for payment of all utilities, and that in accordance with the tenancy agreement the Landlord will keep the utility accounts (hydro, gas and water/wastewater) in their name and the Tenant must reimburse the Landlord for 33% of each bill. The notice alleges that the Tenant has failed to pay their 33% share of the hydro, gas and water/wastewater bills, resulting in unpaid utility charges of \$1,465.42 as of the date of the notice. The notice states that by failing to pay these utility accounts the Tenant is substantially interfering with the Landlord, who must pay the accounts on the Tenant's behalf or risk having the charges added to the Landlord's taxes and/or incur interest and penalty charges.
4. The voiding period for this first N5 notice ran from February 28, 2025 to March 7, 2025. There was no evidence that the Tenant paid the \$1,465.42 set out in the notice within seven days after receiving it, or that the Tenant made any arrangements satisfactory to the Landlord to pay those utility accounts during that period. I accept the Landlord's uncontradicted evidence that the Tenant did not pay these arrears or make acceptable arrangements. Accordingly, the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.
5. The Landlord tendered copies of hydro, gas and water/wastewater bills for the rental unit and a summary showing the Tenant's 33% share of the utility charges for various billing periods between December 1, 2023 and May 31, 2025. The total unpaid utility charges claimed by the Landlord at the hearing was \$2,850.66. I permitted the Landlord to amend the application at the hearing to increase the amount claimed for unpaid utilities to \$2,850.66 to reflect the most current billing information. The Tenant did not attend to oppose the amendment. I am satisfied that the Landlord has incurred or will incur out-of-pocket utility expenses in the amount of \$2,850.66 as a result of the Tenant's failure to pay their 33% share of the hydro, gas and water/wastewater charges as required by the tenancy agreement.
6. It is a term of the tenancy agreement that the Tenant is responsible for 33% of the hydro, gas and water/wastewater utility charges for the rental unit, with the Landlord keeping the utility accounts in their name and paying the full bills. By failing to reimburse the Landlord for their 33% share of the utility bills, the Tenant has substantially interfered with the

Landlord's lawful rights and interests, including the Landlord's obligation to the utility providers and exposure to interest, penalty charges or amounts added to the Landlord's property taxes. I find that the Landlord has proven the ground for termination in section 64(1) of the Act based on substantial interference.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. I find that the Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement and that, as a result, the Landlord has incurred reasonable out-of-pocket expenses of \$2,850.66. I will order the Tenant to pay that amount.
9. Under section 83 of the Act, even where a landlord proves a ground for termination, the Board must consider all the circumstances of the parties and may refuse to terminate the tenancy, or delay the enforcement of an eviction order, where it would be unfair to do otherwise. In this case, although the Tenant has significantly failed to meet their utility payment obligations, the Landlord is prepared to allow the tenancy to continue if the Tenant complies with conditions regarding payment of future utility bills. In these circumstances, the Landlord's interests can be adequately protected by a money order and conditions enforceable under section 78 of the Act.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the importance of maintaining stable housing and the Landlord's legitimate interest in recovering and preventing further unpaid utility costs. I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and section 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For so long as the tenancy continues, whenever the Landlord provides the Tenant with a copy of a hydro, gas or water/wastewater bill for the rental unit, the Tenant shall pay to the Landlord 33% in accordance with their lease.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 **and 4** of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$2,850.66, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs **on or before January 31, 2026.**
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before **January 31**, 2026, the Tenant will start to owe interest. This will be simple interest calculated from **February 1**, 2026 at 4.00% annually on the balance outstanding.

December 23, 2025

Date Issued

Colin Elsby

Member, Landlord and Tenant Board

January 20, 2026

Date Amended

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.