



AMENDED
Order under Section 69 / 88.2
Residential Tenancies Act, 2006
And section 21.1 of Statutory Powers Procedure Act

File Number: LTB-L-087621-25-AM

In the matter of: Main Floor, 1665 Avonmore Sq
PICKERING ON L1V7H2

Between: Vijay Joshi Landlord
Veena Joshi

And

Kevin Matherson Tenant
Tracy Dittmer

The order contained a clerical order, this amended order was issued to correct the order dated January 12, 2026. The amendments have been bolded and underlined for ease of reference

Vijay Joshi and Veena Joshi (the 'Landlord') applied for an order to terminate the tenancy and evict **Kevin Matherson** and Tracy Dittmer (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.

Vijay Joshi and Veena Joshi (the 'Landlord') also applied for an order requiring **Kevin Matherson** and Tracy Dittmer (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 December 8, 2025.

Only the Landlord attended the hearing.

Determinations:

The Tenant's non-attendance

1. The Landlord submitted an email to the Board which the Tenant sent him at 9:07 a.m. on the hearing date, advising the Landlord "I am not able to attend the hearing today as I have not received a link for my hearing". When reviewing the email that the Tenant sent the Landlord, I noticed that within the email chain was the Notice of Hearing sent to the parties directly from the LTB.
2. In addition, the Landlord submitted another email which showed that he forwarded the Notice of Hearing to the Tenant at 9:10 a.m.
3. The Landlord submitted that the hearing should proceed in the circumstances because the Tenant was aware of the hearing and chose not to participate.
4. Based on the Landlord's submissions and the email chain that was submitted, I am satisfied that the Tenant received notice of the hearing, and I have no reason to believe that the Tenant was not reasonably able to participate in the hearing. Accordingly, when the Tenant was still not present at 10:45 a.m., I proceeded to hear the application in the Tenant's absence.

The Application

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On September 17, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant failed to pay the water bills for the months of August 2026 to September 2026.
8. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement, which states that the Landlord will pay for the water bill, and the Landlord will provide the Tenant with a copy of the bill and the Tenant will be responsible to provide the Landlord with a payment that is 75% of the bill. As a result of the Tenant's failure to make these payments as required by the tenancy agreement, the Landlord has had to absorb the costs. I am satisfied on a balance of probabilities that the Tenant's failure to comply with the terms of the tenancy agreement constitutes a substantial interference with the Landlord's lawful right under the agreement.

10. The Tenant was required to pay the Landlord \$4,804.38 in daily compensation for use and occupation of the rental unit for the period from October 8, 2025 to December 8, 2025.
11. Based on the monthly rent, the daily compensation is \$77.49. This amount is calculated as follows: \$2,357.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$321.18 is owing to the Tenant for the period from August 15, 2017 to December 8, 2025.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
15. The Landlord has incurred reasonable out-of-pocket expenses of \$806.53 as a result of the Tenant's failure to pay the water costs. The Landlord provided copies of the water bill, and provided testimony that he has had to pay the Tenant's portion of the water bill as the Tenant has failed to pay.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 24, 2026.
4. The Tenant shall pay to the Landlord \$4,804.38, which represents compensation for the use of the unit from October 8, 2025 to December 8, 2025.
5. The Tenant shall also pay the Landlord compensation of \$77.49 per day for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$806.53, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,421.18 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$3,375.73.
10. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026

Date Issued

Samantha Greaves

Member, Landlord and Tenant Board

February 2, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 24, 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.