



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: HASOULAS PROPERTY HOLDINGS CORPORATION HPHC v BENALCAZAR, 2026
ONLTB 10810

Date: 2026-02-02

File Number: LTB-L-104242-25

In the matter of: 7, 19 WEST ST N
FENELON FALLS ON K0M1N0

Between: HASOULAS PROPERTY HOLDINGS CORPORATION HPHC Landlord

And

MONICA BENALCAZAR Tenant

HASOULAS PROPERTY HOLDINGS CORPORATION HPHC (the 'Landlord') applied for an order to terminate the tenancy and evict MONICA BENALCAZAR (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 January 26, 2026. The Landlord's Agents, Ranya Hasoulas and Paul Hasoulas, the Landlord's Legal Representative, Geoff Paine, and the Tenant attended the hearing.

Determinations:

Request to Amend

1. The Landlord filed with the Board and served on the Tenant an amended application. In summary, the Landlord sought to amend the application to include additional electricity charges that became due since the application was filed. As the request to amend the

application was done in accordance with the Board's Rules of Procedure, the request was granted.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 29, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 28, 2025 (the 'N5 Notice'). In summary, the N5 Notice alleges that the Tenant agreed to register for and pay the electricity charges as well as obtain liability insurance and provide the Landlord with proof of same. However, the Tenant did not do so. The N5 Notice also alleges that the Tenant owed \$199.60 for unpaid electricity charges.
4. The Tenant did not provide proof of liability insurance, register with the electricity provider or pay the unpaid electricity charges within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 Notice in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Insurance

5. The Tenant did not dispute that she was required to obtain liability insurance pursuant to the lease and submitted that she provided the Landlord with proof of same via email. However, during the hearing, the Tenant was unable to provide a copy of the email.
6. The Landlord's Agent, Rayna Hasoulas ('RH'), did not dispute that the Tenant did provide some proof of insurance prior to taking possession, being a copy of the insurance binder. However, this was temporary insurance as the period covered in the binder was from August 18, 2025 to September 17, 2025 and not the term of the tenancy, being one year.
7. The Tenant stated that she had active insurance and was agreeable to provide the Landlord with a certificate of insurance within 10 days of the hearing. The Landlord's Legal Representative submitted that the Landlord was not opposed to a conditional order as a resolution to the insurance issue.

Utility Registration & Unpaid Utilities

8. The Tenant moved into the rental unit on or about August 18, 2025. It was not disputed that the Tenant is required to pay electricity, heat and water pursuant to the lease agreement. A copy of the lease agreement was tendered as evidence.
9. However, the Tenant disputed that she was told to set up an account with Hydro One regarding the electricity. It was the Tenant's evidence that she did everything that she was asked to do prior to being given the keys to the rental unit and that the information given to her by the Landlord and/or the Landlord's realtor was that electricity billing was done through Wyse, which she registered an account with. The Tenant relied on an email from the Landlord's realtor, dated August 14, 2025 and noted that she was asked to register with Endbridge and Wyse but not Hydro One.
10. RH, testified that they started to receive bills from Hydro One because the Tenant had not registered an account. RH stated that, on September 30, 2025, she emailed the realtor and the Tenant regarding the unpaid bills and stated that electricity was not billed through Wyse. On October 1, 2025, the Tenant emailed RH and advised that nowhere in the

onboarding instructions was Hydro One listed as a required utility account for her tenancy and that Wyse was responsible for electricity billing under her lease. RH responded on October 2, 2025 that it is clear from the Wyse statements that they were not billing the Tenant for electricity and that the Tenant needed to set up an account with Hydro One. RH also relied on the email regarding next steps sent by the realtor on August 14, 2025 and noted that in the email the realtor specifically states “once all utilities are set up, I will need you to provide me with proof to show the landlord”.

11. RH stated that on October 14, 2025, she sent the Tenant a hydro statement regarding the outstanding amount. She also stated that the Landlord has been paying the hydro bills to avoid penalties or having the charges added to the Landlord’s property taxes.

12. A total of five Hydro One bills, totaling \$524.39 were tendered as evidence. The dates and totals of each bill are as follows:

- Issue date: September 12, 2025, total owing \$99.66
- Issue date: October 10, 2025, total owing \$99.92
- Issue date: November 12, 2025, total owing \$131.33
- Issue date: December 10, 2025, total owing \$85.10; and
- Issue date: January 12, 2026, total owing \$108.38

13. The Tenant did not dispute the electricity charges or the calculation of same. Rather, it was her position that she should only be responsible for the payment of electricity charges from the hearing date onward due to the Landlord’s failure to advise her prior to taking possession of the unit that she needed to register an account with Hydro One.

Analysis

14. With respect to the insurance issue, it was not disputed that the Tenant was required to obtain and provide proof of insurance to the Landlord pursuant to the lease. The evidence suggests that the Tenant only had proof of temporary insurance to September 17, 2025. In light of this, I find it reasonable for the Landlord to request further proof of insurance, such as a certificate of insurance, to confirm that the Tenant had active insurance. I also find that the Tenant’s failure to provide the Landlord with proof of active insurance when asked substantially interfered with a lawful right, privilege or interest of the Landlord.

15. This is consistent with the reasoning in *Stanbar Properties v. Rooke* [2005] O.J. No. 6363 (‘Stanbar’), which was also a case regarding tenant insurance. In Stanbar, the Divisional Court held that the tenant’s failure to provide proof of insurance coverage was a breach of consensual provisions of the tenancy agreement and that the tenant’s refusals substantially interfered with the landlord’s lawful rights acquired by it as a result of the agreement.

16. With respect to the unpaid electricity charges, it was not disputed that the Tenant is responsible to pay the electricity pursuant to the lease. While I accept that there appeared to be some miscommunication with respect to exactly what company the Tenant needed to register with to receive the billing for electricity, this does not absolve the Tenant from paying for her electricity usage from the commencement of the tenancy to the hearing date. It is clear that the Tenant understood that she would have to register accounts in order to be set up for billing for the utilities. It was the Tenant’s own evidence that she set up an account with Wyse and was prepared to be billed through Wyse for electricity. The

fact that electricity billing is done through Hydro One does not change the fundamentals of what was agreed to by the parties, i.e. the Tenant is responsible for paying the electricity and would register an account to be billed directly for it. The correspondence from RH to the Tenant, dated October 2, 2025, clearly states that Wyse does not bill for electricity and that the Tenant needed to set up an account with Hydro One. However, the Tenant failed to do so and failed to pay the electricity bills.

17. Based on the evidence and submissions provided by the parties, I find that the Tenant's failure to set up an account with Hydro One and pay the electricity bills substantially interfered with a lawful right, privilege or interest of the Landlord. I also find that the Landlord has incurred out-of-pocket costs of \$524.39 for the electricity bills and is entitled to reimbursement of those costs.
18. The Landlord incurred costs of \$186.00 to file the application with the Board and is entitled to reimbursement of these costs.

Relief from eviction

19. The Landlord's Legal Representative sought a conditional order requiring the Tenant to provide proof of active insurance, such as a certificate of insurance, to pay the Landlord for the electricity charges within 20 days, to set up a Hydro One account and for the Tenant to pay the electricity bills as they become due.
20. The Tenant was agreeable to provide proof of insurance and stated that, if she was required to pay the electricity bills that she could do so within the 20 days requested by the Landlord's Legal Representative.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and 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 204(1) of the Act. The conditions ordered adequately address the conduct of the Tenant and the concerns of the Landlord while allowing the Tenant to remain housed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before February 5, 2026, the Tenant shall provide the Landlord with proof of active tenant insurance, such as a certificate of insurance.
3. On or before February 15, 2026, the Tenant shall:
 - i. set up an account with Hydro One with respect to electricity billing for the rental unit; and
 - ii. pay to the Landlord \$524.39 for unpaid electricity charges up to and including January 5, 2026.
4. For a period of 12 months from the date of this order, the Tenant shall pay the electricity bills as they become due.

5. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 4 of this order, the Landlord may apply under section 78 of 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.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing under paragraph 6 of this order, on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Rachel Gibbons
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.