



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

**Citation:** London and Middlesex Community Housing v Barbeiro (Rivard), 2026 ONLTB 11404

**Date:** 2026-02-03

**File Number:** LTB-L-084363-25

**In the matter of:** 1121 SOUTHDALE RD E  
LONDON ON N6E1B3

**Between:** London and Middlesex Community Housing Landlord

**And**

Michelle Barbeiro (Rivard) Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Barbeiro (Rivard) (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. 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 27, 2026.

Only the Landlord's Legal Representative, Corrie Sandford, attended the hearing.

As of 9:50 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 termination of the tenancy and the claim for compensation in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (the 'Act'), the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

### Substantial Interference

3. On September 18, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The N5 Notice contains the allegations that between the dates of June 23, 2025 and September 17, 2025, the Tenant's obligation to pay the hydro bill for the rental unit has been breached. At the time of the service of the N5 Notice, the Tenant owed the Landlord \$398.54. The Tenant also removed themselves from the hydro account.
4. The Landlord's representative submitted that the Tenant is responsible for hydro usage in the rental unit in accordance with the lease agreement<sup>1</sup> between the Landlord and Tenant which was signed on December 20, 2024. Paragraph 9(2) of the lease agreement states:

"The Tenant shall pay all utility and services charges for which they are responsible. If the tenant fails to make payments, the Landlord may pay them and collect from the Tenant."

5. The Landlord's representative submitted that despite numerous letters<sup>2</sup> being sent to the Tenant regarding the unpaid hydro bills, the Tenant did not communicate with the Landlord regarding the outstanding amounts. Moreover, the Landlord's representative submitted the Landlord received an email from London Hydro on May 4, 2025, in which the Landlord was notified that they had received a move-out notice from the Tenant indicating they would be vacating the rental unit on May 7, 2025. The Landlord's representative stated the Tenant still resides in the unit and did not provide any notice to the Landlord that it was their intention to vacate.
6. The Tenant did not stop the conduct, activity, or omission within seven days after receiving the N5 Notice as the Tenant did not pay the outstanding hydro bills nor put the hydro account in their name as outlined in the N5 Notice. Therefore, I find the Tenant did not void the N5 Notice in accordance with subsection 64(3) of the Act.
7. Section 64 of the Act states that A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
8. The Landlord alleges in the N5 Notice that by the Tenant removing themselves from the hydro account and not paying the outstanding hydro bills, the Tenant has substantially interfered with the Landlord's lawful rights, privileges, and interests.
9. The Landlord's representative submitted the hydro bills<sup>3</sup> from the City of London. The Landlord has paid the outstanding bills for which they claim are made to avoid an interruption in services and face possible disconnection of hydro.

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<sup>1</sup> Landlord's Disclosure – DOC-7185790 – Pages 12 to 15

<sup>2</sup> Landlord's Disclosure – DOC-7185790 – Pages 19 to 31

<sup>3</sup> Landlord's Disclosure – DOC-7185790 – Pages 19 to 31

10. Upon review of the portion of the tenancy agreement, tendered at the hearing, pertaining to utilities, it clearly indicates the Tenant is responsible for the payment of “all utility and services charges for which they are responsible”.
11. Based on the uncontested evidence and submissions before me, I am satisfied on a balance of probabilities that the Tenant has substantially interfered with the Landlord’s lawful rights, privileges, and interests by failing to pay the hydro bill and remove their name from the hydro account as required by the terms of the tenancy agreement.

#### Compensation of utility costs

12. The Landlord claims that to December 22, 2025, the outstanding hydro bills now total \$638.22.
13. Section 88.2(1) of the Act states:

**88.2(1)** A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if, while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement;
14. Pursuant to section 88.2(4) of the Act, the costs referred to in subsection (1) are reasonable out-of-pocket expenses that the Landlord has incurred or will incur as a result of a tenant’s or former tenant’s failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.
15. The tenancy agreement, submitted as evidence, states that the Tenant is responsible for the hydro costs.
16. The Landlord has incurred reasonable out-of-pocket expenses of \$638.22 as a result of the Tenant’s failure to pay the hydro costs.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Relief from eviction

18. The Landlord’s representative submitted the Landlord is amiable, in the circumstances, to a conditional order that the Tenant pay the outstanding hydro costs and put the hydro account back in their name on or before February 28, 2026.
19. 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.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall pay to the Landlord \$638.22, which represents the reasonable out-of-pocket expenses the Landlord has incurred to December 22, 2025, on or before February 28, 2026.
3. The Tenant shall put the hydro account in their name and provide proof showing the hydro account in their name to the Landlord on or before February 28, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 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.
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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

**February 3, 2026**  
**Date Issued**

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Susan Priest  
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.