



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

File Number: LTB-L-085236-25

In the matter of: 2, 167 ORMOND ST
BROCKVILLE ON K6V2L2

Between: Cara Holden Landlord

And

Joseph Alexander Smith Tenant

Cara Holden (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Alexander Smith (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

Cara Holden (the 'Landlord') also applied for an order requiring Joseph Alexander Smith (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 19, 2026.

Only the Landlord attended the hearing.

As of 10:30 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. Therefore, the application is granted as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On September 30, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant failed to transfer utility accounts into his name when and as required under his lease with the Landlord.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination (October 1-7, 2025); specifically, he did not transfer the water utility account into his name. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord submitted a copy of the lease into evidence that stated that the Tenant was both responsible for the payment of water and electricity utilities and required to “set up water and hydro directly with the provider for July 1, 2025”.
6. The Landlord submitted evidence that showed that the Tenant set up an account with Hydro One as of September 1, 2025 and had not set up a water account with the City of Brockville as of December 30, 2025.
7. I am satisfied that, based on the Landlord’s uncontested evidence, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord by failing to transfer the utility accounts the Tenant was responsible for into his name in accordance with their lease.
8. The failure of the Tenant to transfer these accounts into his name left the responsibility for payment of these utilities in the name of the Landlord, who had specifically contracted with the Tenant for this not to happen.

Unpaid Utilities

9. The Landlord also submitted a claim for unpaid utilities in accordance with s. 88.2 of the Act.
10. As indicated above, the Landlord provided a copy of the lease with the Tenant which allocated responsibility for the payment of water and electricity bills to the Tenant.
11. The Landlord provided into evidence a Hydro One bill for the rental unit for the period August 23, 2025 – September 1, 2025 in the amount of \$191.98.
12. This bill identified that \$24.89 was due for the period August 23, 2025 – September 1, 2025 and that the remaining \$167.29 was a balance carried forward from a previous statement.
13. The Landlord testified that the utility account was fully paid off as of the date the Tenant took possession of the rental unit, so that this \$167.29 was properly attributed to the Tenant. I accept the Landlord’s uncontested testimony and accept that the Tenant was responsible for the full amount of this bill.
14. The Landlord further provided a City of Brockville Water Services bill for the period August 1, 2025 – October 30, 2025 in the amount of \$167.66.
15. I find that the Tenant failed to pay electricity and water costs that they were required to pay under the terms of the tenancy agreement.

16. The Landlord has incurred reasonable out-of-pocket expenses of \$359.75 as a result of the Tenant's failure to pay heat, electricity and water costs.
17. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's claim for compensation.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

19. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.10 is owing to the Tenant for the period from July 7, 2025 to January 19, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

21. 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.
22. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.
23. The Landlord requested payment of the unpaid utilities and a termination of the tenancy. She indicated that she had worked hard to try to get the Tenant to comply with the provisions of the lease and he was uncommunicative and uncooperative.

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 February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 February 16, 2026.
4. The Tenant shall pay to the Landlord \$359.75, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. The Landlord owes \$1,972.10 which is the amount of the rent deposit and interest on the rent deposit. In accordance with s. 106(10) of the Act, a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

February 4, 2026

Date Issued

Curtis Smith

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 16, 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.