



Order under Sections 69 and 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-094796-25

In the matter of: 554 STRAND AVE
THUNDER BAY ON P7B5B1

Between: Legacy Property & Rental Management Landlord

And

Elaina Trabbish Tenant

Legacy Property & Rental Management (the 'Landlord') applied for an order to terminate the tenancy and evict Elaina Trabbish (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (hereafter referred to as the 'L1 Application').

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 (hereafter referred to as the 'L2 Application').

This application was heard by videoconference on February 2, 2026.

Only the Landlord's Agent, Marco Anthony Cupelli, attended the hearing.

As of 9:42am, 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 22, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent was \$2,000.00. It was due on the first (1st) day of each month.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 22, 2025, are \$3,446.50.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy was terminated.
9. Interest on the rent deposit, in the amount of \$44.66 is owing to the Tenant for the period from January 1, 2025, to November 22, 2025.

L2 Application

a) Amendment Request

10. The Landlord sought to amend their L2 Application in order to claim further out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs beyond August 8, 2025, in addition to claiming out-of-pocket expenses that are the result of the Tenant's conduct (or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex) which substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.
11. The Landlord did not seek to amend their application prior to the hearing, nor did they advise the Tenant of any such amendment request nor serve them with the corresponding documentation in advance of these proceedings.
12. Accordingly, I find that the Tenant was unaware of the Landlord's amendment request, and therefore that it would – under the circumstances – be procedurally unfair to grant such an amendment and proceed in hearing claims the Tenant was unaware were subject to be heard¹.
13. The prejudice to the Landlord is minimized as they could, subject to any limitation that may apply, file a separate application at a later, pursuant to sections 88.1 and 88.2 of the *Residential Tenancies Act, 2006*, to seek to claim any such amount.

b) Compensation for Unpaid Utilities

14. The Landlord's Agent testified that, pursuant to the terms of the tenancy agreement, the Tenant is responsible for the cost of water.
15. The Landlord's Agent stated that the Tenant failed to pay the costs of water for the period starting May 13, 2025, and ending August 8, 2025. They therefore submit that the Tenant owes the Landlord the amount of \$668.45 for unpaid water costs, as it appears from a copy of the *City of Thunder Bay* invoice dated December 15, 2025, and the *Water Arrears Notice*

¹ Rule 15 of the Board's *Rules of Procedure*.

from the *City of Thunder Bay*, dated October 31, 2025 (DOC-6857192 and DOC-6779429; Exhibit 1, *in bundle*).

16. On the basis of the uncontested evidence and submissions before, I am satisfied – on a balance of probabilities – that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement, which led to the Landlord incurring reasonable out-of-pocket expenses in the amount of \$668.45 as a result of the Tenant's failure to pay the aforementioned costs of utilities.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 22, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,256.29. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit, compensation for unpaid utilities, and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. *See Schedule 1 for the calculation of the amount owing.*
3. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.

February 4, 2026

Date Issued

Alexandre Traboulsi

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$3,446.50
Compensation for Unpaid Utilities	\$668.45
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$44.66
Total amount owing to the Landlord	\$2,256.29