



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Habtemichael v Tramble, 2026 ONLTB 13516

Date: 2026-02-18

File Number: LTB-L-098762-25

In the matter of: UPPER UNIT, 63 RENNY CRES
LONDON ON N6E2C4

Between: Yodit Habtemichael Landlords
Asmerom Okbazgi

And

Jaden Tramble Tenants
Justin Blackwood

Yodit Habtemichael and Asmerom Okbazgi (the 'Landlords') applied for an order to terminate the tenancy and evict Jaden Tramble and Justin Blackwood (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another Tenants and have wilfully or negligently caused damage to the premises.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 8, 2026.

Only the Landlords attended the hearing.

As of 11:05 a.m., the Tenants were 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 Landlords' evidence.

Determinations:

Preliminary Issue

Application is amended

1. The Landlords requested the application be amended to identify the unit as “Upper Unit”, as set out in the N5 notices. I was satisfied that the Tenants were not prejudiced by the request to amend the application to identify the unit. As such, the application was amended.

The application

2. As explained below, the Landlords 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 between the Landlords and the Tenants is terminated. The Tenants shall pay the Landlords \$1,200.01.
3. The Tenants was in possession of the rental unit on the date the application was filed.
4. On November 18, 2025, the Landlords gave the Tenants a first, voidable N5 notice of termination alleging that the Tenants had substantially interfered with the Landlords’ lawful rights, privileges and interest by not pay utility charges they were responsible for. Therefore, I was satisfied that the Landlords were allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On November 23, 2025, the Landlords gave the Tenants a second N5 notice of termination alleging that the Tenants had substantially interfered with the Landlords’ and other tenants’ reasonable enjoyment of the premises and had wilfully or negligently caused damage to the rental unit because:
 - they refused a request from the police to exit the property, forcing the police to break the front door and a window in order to arrest them. This incident happened on November 23, 2025 and resulted in other tenants in the residential complex having to remain out of their unit for more than eight hours; and
 - There were unidentified people living in the unit raising safety concerns for the other tenants

Substantial Interference

The Law

6. Section 64 of the *Residential Tenancies Act, 2006* (the “Act”) states the following:

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.

Unpaid utilities

7. For the following reasons, I find that the Landlords have proven that the Tenants have not paid utilities for which they were responsible for and that this conduct has substantially interfered with the Landlords' lawful rights, privileges and interests.
8. The Landlords produced a copy of the tenancy agreement [Doc 6870218]. Pages 3, 4 and 15 of the tenancy agreement confirms that the Tenants are responsible for paying 50% of the utility charges (i.e. gas, hydro and water). The Landlords stated that the Tenants have refused to pay their share of the utilities. As a result, the Landlords have had to pay the Tenants share of the utilities to ensure they are not cut off.

Gas charges

9. The Landlords produced a series of gas bills for which they say the Tenants owe 50%. The first bill was a gas bill dated March 21, 2025 [Doc 7108360] in the amount of \$66.70. It is for charges from February 20, 2025 to March 17, 2025. The application, however, claims unpaid utilities from March 7, 2025, not February 20, 2025. As such, I have pro-rated the amount to deduct fifteen days' of charges and find that \$28.27 can be claimed for the March 21, 2025 bill (i.e. \$66.70 / 26 days x 11 days). That amount is reflected in my calculations below.
10. The Landlords produced copies of following gas bills for which they claim the Tenants have not paid their 50% share [Doc 7104882 and Doc 7108360]:

<u>Date</u>	<u>Amount</u>	<u>Tenants' Share</u>
March 21, 2025	\$28.27	\$14.13
	(pro-rated amount)	
April 22, 2025	\$101.45	\$50.72
June 20, 2025	\$40.16	\$20.08
July 22, 2025	\$83.56	\$41.78
August 21, 2025	\$39.27	\$19.63
September 22, 2025	\$23.81	\$11.90
October 22, 2025	\$39.26	\$19.63
November 20, 2025	<u>\$179.42</u>	<u>\$89.71</u>
	<u>\$573.63</u>	<u>\$273.58</u>

Hydro and water charges

11. The Landlords produced a series of hydro/water bills for which they say the Tenants owe 50%. The first bill was a hydro/water bill dated April 8, 2025 [Doc 7108448, page 1] in the amount of \$246.63. It is for charges from February 22, 2025 to March 21, 2025. The application, however, claims unpaid utilities from March 7, not February 22, 2025. As such, I have pro-rated the amount to deduct thirteen days' of charges and find that \$132.15 can be

claimed for the April 8, 2025 bill (i.e. \$246.63 / 28 days x 15 days). That amount is reflected in my calculations below.

12. Also included in the hydro/water bill was a bill dated December 9, 2025 [Doc 7108448, page 9]. While this bill was received after the application was filed on November 26, 2025, the period to which those charges relate is October 24, 2025 to November 21, 2025. The application claims unpaid utilities from March 7, 2025 to November 18, 2025. As such, I exercised my discretion to include this bill in my calculations.
13. The December 9, 2025 bill totals \$383.01. Again, I have pro-rated that amount to deduct three days' of charges since the bill includes charges to November 21, 2025 but the application only claims charges to November 18, 2025. I am satisfied that \$343.46 (i.e. \$383.01 / 29 days x 26 days) of the December 9, 2025 falls within the relief requested in the application and therefore that amount has been included in my calculations below.
14. The Landlords produced copies of following hydro/water bills for which they claim the Tenants have not paid their 50% share [Doc 7104744 and Doc 7108448]:

<u>Date</u>	<u>Amount</u>	<u>Tenants' Share</u>
April 8, 2025	\$132.15	\$66.07
	(pro rated amount)	
May 29, 2025	\$359.42	\$179.71
July 9, 2025	\$330.17	\$165.08
September 9, 2025	\$355.80	\$177.90
October 9, 2025	\$313.56	\$156.78
November 7, 2025	\$301.98	\$150.99
December 9, 2025	<u>\$343.46</u>	<u>\$171.73</u>
	(pro-rated amount)	
Total:	<u>\$2,136.54</u>	\$1,068.26
Less \$275.00 paid by Tenant (as set out in application):		<u>-\$275.00</u>
Balance owed by Tenants:		<u>\$793.26</u>

15. Based on the Landlord's uncontested evidence, I find that the Tenants failed to pay gas, electricity and water costs that they were required to pay under the terms of the tenancy agreement and that this conduct has substantially interfered with the Landlord's lawful rights, privileges and interest.
16. I am satisfied that the Landlords have incurred reasonable out-of-pocket expenses of \$273.58 as a result of the Tenants' failure to pay gas. However, the Landlord's application only claims \$220.84 for unpaid gas charges. As such, the Landlord is limited to the amount claimed in the application, being \$220.84 for outstanding gas charges.
17. I am also satisfied that the Landlord and \$793.26 as a result of the Tenants' failure to pay electricity and water costs.

18. I find that the total amount the Landlords have incurred for reasonable out-of-pocket expenses as a result of the Tenants' failure to pay gas, electricity and water is \$1,014.10.

November 23, 2025 incident

19. The Landlords stated that on November 23, 2025, they were advised by the downstairs tenants that they had been asked to leave their unit while the police arrested one of the Tenants. They were told their downstairs tenants had to remain out of their unit for over eight hours. The Landlords were told that after the Tenants refused to open the door, the police broke a window and the door in order to arrest one of the Tenants.
20. The Landlords produced a video [6870446] showing police escorting a handcuffed individual down the street. The Landlords identified the handcuffed individual as one of the Tenants and stated that the video was taken on November 23, 2025.
21. The Landlords stated that they had originally leased the rental unit to two adults and their children. One of the adults subsequently left with the children and there were now other individuals living in the unit with the remaining Tenant. The basement tenants were complaining of excessive noise from the Tenants' unit, including screaming at night. The Landlords' stated that now that the remaining Tenant has been arrested, they do not know who is living in the unit.

Analysis

22. While the incident that occurred on November 23, 2025 was no doubt concerning to the Landlords, I do not find that it rises to the level of substantial interference. The Landlords do not live in the residential complex and found out about the incident from the basement tenant. The video produced by the Landlords shows a person, who they identified as the Tenant, being marched down the street in handcuffs by the police. There is no documentary evidence, such as a police report, confirming that the arrest took place at the Tenants' unit.
23. While I accept the Landlords' testimony that the lower tenants told the Landlords they had to remain outside of their unit for over eight hours while the police arrested one of the Tenants, the Landlords did not produce the basement tenant as a witness, being the person who had actual knowledge of the incident. Instead, the Landlords relied on hearsay evidence. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. I find that the hearsay evidence was neither reliable nor necessary as there was no reasonable explanation provided as to why basement tenant could not have attended the hearing to present direct evidence, and as the Landlords' had no direct knowledge of the incident.
24. With respect to the Tenants' roommates, while the Landlords produced video evidence of one of the Tenants being arrested and they believe that he remains in custody, there is no evidence before me that the Tenants terminated their lease. The Tenants' roommates continue to live in the unit. The Landlords allege that this is a safety concern because they do not know who the Tenants' roommates are.

25. While it may be frustrating to the Landlords that they do not know the identity of the Tenants' roommates, I do not find that this rises to the level of substantial interference. Tenants are allowed to have guests and roommates. There is no evidence before me that the Tenants' roommates have done anything to affect the safety of the building.

Wilful or Negligent Damage

26. The Landlords testified that they were advised by the tenants in the lower unit that the police broke the front door of the unit, as well as a window when they arrested one of the Tenants after the Tenants refused to open the door.
27. The Landlords produced the following documents as evidence of the damage to the front door and the window:
- Photograph of upstairs window [Doc 7106105, page 1]
 - Photograph of one quarter of a four-paned window sealed with plastic [Doc 7106105, page 2]
 - Photograph of front door [Doc 7106105, page 3]
 - Quote from Ecotech Windows and Doors dated January 8, 2026 in the amount of \$7,988.28 [Doc 7106105, pages 4-7]
28. With respect to photograph number one, the Landlords testified that the window was broken on the inside and that the Tenants had taped brown paper over it. He stated this window was broken by the Tenants.
29. With respect to the second photograph, the Landlords testified that it was covered by plastic film after the police broke it trying to get into the home on November 23, 2025.
30. With respect to the photograph of the door, the Landlord stated that the occupants in the unit replaced the glass insert in the door after they broke it, but instead of replacing it with privacy glass (i.e. so that the inside of the house was not visible), they installed plain glass which allows people outside to see into the unit. The Landlords also stated that the police broke the fob on the door which has to be replaced.

Analysis

31. Based on the evidence before me, I find that the Landlords have not proven that the Tenants have wilfully or negligently caused undue damage to the rental unit.
32. With respect to the upstairs window, there is insufficient evidence for me to determine that the Tenants broke an upstairs window. In my view, there is no damage to the upstairs window evidence in the photograph produced by the Landlords. The Landlords did not produce any documentary evidence, such a communications with the Tenants, indicating that there were any discussions about a broken upstairs window or how and when it was broken.
33. With respect to the downstairs window, there is insufficient evidence for me to determine that the window was broken. The Landlords produced a photograph showing one quarter of a four-panel window has been sealed with white plastic. However, there are no photographs of the window without the white plastic cover. I cannot see if the damage to the window. The

Landlords did not witness the window being broken because they were not present at the unit on November 23, 2025. They did not produce any witnesses who saw the window being damaged. They did not produce a police report or any written communications with the police confirming that the police broke the window.

34. With respect to the door, the Landlords allege that the police broke the door and the occupants replaced the door's glass insert with clear glass instead of privacy glass panel which had originally been in place. There is no evidence of damage to the door in the photograph produced by the Landlords. The Landlords did not produce any photographs of either the broken door or the door with its previous privacy glass insert. There is no documentary evidence, such as a police report, to corroborate the Landlords' testimony that the police broke the door, including the fob on the door. The Landlords did not produce any witnesses who saw the door being broken.

Daily compensation and rent deposit

35. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
36. The Landlords collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$36.48 is owing to the Tenants for the period from February 26, 2025 to January 8, 2026.
37. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

Relief from eviction

38. 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. The Tenants did not attend the hearing to provide evidence of their circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 1, 2026.
2. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlords 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 Landlords on or after March 2, 2026.
4. The Tenants shall pay to the Landlords \$1,014.10, which represents the reasonable out-of-pocket expenses the Landlords has incurred as a result of the unpaid utility costs.
5. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

6. The Landlords owes \$2,036.48 which is the amount of the rent deposit and interest on the rent deposit
7. If the Tenants do not pay the Landlords the full amount owing on or before March 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.

February 18, 2026

Date Issued

Karen Gonçalves

Member, Landlords and Tenants 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 Tenants expires on September 2, 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.