



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-051022-25

In the matter of: 4704 Cookman Crescent
Niagara Falls ON L2E1C2

Between: Jeffrey Allan Tenant

And

John Partheniou Landlord

Jeffrey Allan (the 'Tenant') applied for an order determining that John Partheniou (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Testimony of the Jeffrey Allan

2. The Tenant testified that the tenancy commenced on August 30, 2015. Under the terms of the tenancy agreement, the Tenant is responsible for the cost of electricity, water, and gas. A copy of the lease was entered into evidence.
3. From the start of the tenancy until July 2025, the Tenant received monthly gas bills from Enbridge and paid them as they became due. Beginning in August 2025, Enbridge ceased collecting charges on behalf of Enercare, and the Tenant began receiving separate invoices from Enercare for \$46.40 per month for a hot water tank rental. The Tenant subsequently learned that he had been paying this same amount since the beginning of the tenancy however, on the Enbridge bills, the charge appeared under the heading "other services". The Tenant did not realize it related to the hot water tank.

4. The Tenant's position is that the hot water tank forms part of the building's infrastructure and that he should not be responsible for its monthly rental cost.
5. The Tenant has not paid the Enercare hot water tank invoices. He seeks reimbursement for the amounts he previously paid to Enbridge from the start of the tenancy, which he now understands were charges for the hot water tank.
6. During cross-examination, the Tenant was asked whether it had been explained to him that the gas charges included the cost of the hot water tank. The Tenant testified that he was unaware of this and never agreed to pay for the rental. He acknowledged that he paid the fee for approximately nine years, but stated that he did not know it was a hot water tank rental because it was listed only as "other services" on the Enbridge bill.

Testimony of John Partheniou

7. The Landlord testified that the lease addresses the cost of the hot water tank rental in two places. First, under the heading "Gas," the lease states that the monthly cost is the "gas bill at par." The Landlord submits that this wording means the Tenant is responsible for the full gas bill as issued, including any associated charges.
8. Second, the Landlord relies on the provision in the lease stating that "The Landlord does not provide any appliances." The Landlord submits that the Tenant clearly understood this term, as evidenced by the fact that the Tenant supplied his own appliances, including a refrigerator.
9. The Landlord further testified that the Tenant has always known he was responsible for the hot water tank rental, as he had been paying the associated charge from the beginning of the tenancy without objection.

Analysis

10. It is evident from the parties' evidence that they fundamentally disagree on the proper interpretation of the lease. I find that the clause referring to the "gas bill at par" is ambiguous on its face. If the Landlord, as the drafter of the agreement, intended this wording to include the hot water tank rental, he ought to have stated so expressly. This is particularly significant given that, as of August 2025, the gas charges and the hot water tank rental charges appear on separate invoices. It is a well-established principle of contractual interpretation that ambiguities are to be construed against the drafter; in this case, that principle weighs against the Landlord's interpretation.
11. However, the lease clause stating that "the Landlord does not provide any appliances" is not ambiguous. I find that a hot water tank is an appliance. Although the lease does not expressly state that the Tenant must pay the rental cost for the hot water tank, I find that the tank falls within the category of appliances for which the Tenant is responsible under the agreement. The Landlord's obligation is to ensure that necessary, vital appliances are

physically present in the rental unit, whereas the Tenant's obligation, per the lease, is to pay for utilities and appliance-related costs.

12. Having found that the Tenant is responsible for the hot water tank rental, I find that the Landlord did not collect or charge rent in excess of the amount permitted under the *Residential Tenancies Act, 2006* (the "Act").

It is ordered that:

1. The T1 application is dismissed.

February 9, 2026
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.