



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

File Number: LTB-L-091956-25

In the matter of: 10, 187 QUEEN ST
SARNIA ON N7T2R8

Between: WBH Queens Limited Landlord

And

Shelly Taylor Tenant

WBH Queens Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Shelly Taylor (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.

WBH Queens Limited (the 'Landlord') also applied for an order requiring Shelly Taylor (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 February 9, 2026.

Only the Landlord's Legal Representative, Sabrina Marchionne, attended the hearing.

As of 9:32 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* (hereinafter referred to as

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.
3. On October 17, 2025, the Landlord gave the Tenant an N5 notice of termination served on the same date with a termination date of November 17, 2025. The notice of termination contains the following allegations: the Tenant has failed to pay electricity bills covering the period May 10 – October 9, 2025, which total \$625.41.
4. The Landlord provided copies of the electricity invoices and the lease. The payment of the electricity utility bills was stipulated on the lease as a responsibility of the Tenant. The electricity invoices had handwritten annotations identifying when the invoices were provided to the Tenant for payment by the Landlord.
5. 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."
6. I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$625.41 as a result of the Tenant's failure to pay their electricity invoices.
7. The Tenant did not attend the hearing to provide evidence.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

9. 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 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.
10. The Landlord requested a standard order, voidable to March 31, 2026, corresponding with an already issued order regarding rent arrears.
11. Where the Landlord's interests can be protected and a tenancy preserved, the Board will customarily grant conditional relief from eviction if in all the circumstances it would not be unfair to do so.
12. In this case, a conditional order provides the opportunity to the Tenant to maintain their housing if they adhere to the requirements of the lease agreement.
13. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenant fails to comply with the conditions as contained in this order.

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 \$625.41 which represents the reasonable out-of-pocket expenses the Landlord has incurred to October 9, 2025 for utility expenses. This amount shall be paid by March 31, 2026.
3. For a one-year period following the date that this order is issued, the Tenant shall pay the Landlord the full amount of all utility bills within 7 days of being provided with the invoice by the Landlord.
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 this application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

February 11, 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.