



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-092185-25

In the matter of: Second Floor, 12984 Highway 27
Nobleton ON L0G1N0

Between: Umar Malik Landlord

And

Mario Bodi Tenants
Edit Petrovics

Umar Malik (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Bodi and Edit Petrovics (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 Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring the Tenants to pay the Landlord's 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 Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has 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.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 9, 2026.

Only the Landlord attended the hearing.

As of 10:41 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 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On September 25, 2025, the Landlord gave the Tenants an N5 notice of termination, deemed served that same day, with a termination date of October 15, 2025. The notice of termination contains the following allegations:
 - a) The Tenants have failed to pay utility costs since May 2025;
 - b) The Tenants' vehicle has been leaking oil onto the driveway, causing damage; and
 - c) The Tenants installed their own air conditioner in the rental unit, contrary to the provisions of their lease and potentially causing damage and safety issues.
4. The Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination (September 26 – October 2, 2025); specifically, they did not pay the outstanding utilities or repair the damage to the driveway. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) or 62(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Landlord provided into evidence a copy of a signed residential lease with the Tenants, dated February 15, 2024, that indicated that the Tenants were responsible for 60% of the water, electricity and gas bills for the residential complex.
6. The Landlord provided copies of utility bills as follows:

Utility	Dates	Amount
Enbridge	December 24, 2024 – October 24, 2025	\$419.04
Hydro One	April 23 – October 23, 2025	\$1,055.85
Township of King	March 1 – August 31, 2025	\$427.57
Reliance	June 10 – October 8, 2025	\$19.88
TOTAL		\$1,922.34

7. The Landlord was unable to identify where in the lease the Tenants were responsible for the Reliance (hot water heater rental) bill. As such, I am removing the amount of \$19.88 from the claimed amount for utilities.
8. I find that the Tenants failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
9. I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$1,902.46 as a result of the Tenants' failure to pay gas, electricity and water bills.
10. The Landlord provided into evidence copies of photographs and a video of an oil stain in the parking area of the residential complex. They indicated that the Tenants normally parked in this area, as it was close to the stair access for their upstairs rental unit.
11. The pictures show that the parking area is in front of the residential complex, which is composed of commercial units on the main floor and a residential unit on the second floor.
12. The Landlord did not provide any evidence of oil actually leaking from the Tenants' vehicle.
13. I note that the lease provides, at paragraph 5(s), that "The Tenant acknowledges that included in the rent is a non-exclusive, non designated parking space for 1 vehicle".
14. The Landlord indicated that the figure of \$1,000.00 in repair costs was based on him phoning around for quotes – an actual quote for the desired clean-up was not provided into evidence.
15. I find that the Landlord has not proven that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
16. The parking space in question is a non-exclusive parking spot. Anyone can park in this parking space, including customers/users of the commercial units on the main floor of the residential complex. As such, on a balance of probabilities, and based on the evidence before me, I cannot conclude that the oil stains were caused by the Tenants.
17. The Landlord indicated that the air conditioning unit at issue in the N5 had been removed and no evidence was provided of any damage; as such, this allegation is dismissed.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

19. 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.
20. The Tenants are already subject to an eviction order flowing from LTB-L-091832-25, with a termination of tenancy ordered for February 6, 2026 unless the order was voided. The Landlord indicated that the order had not been voided and that they were unsure if the Tenants still occupied the rental unit.

It is ordered that:

1. The tenancy between the Landlord 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 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 March 2, 2026.
4. The Tenants shall pay to the Landlord \$1,902.46, 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 Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants must pay the Landlord is \$2,088.46.
7. If the Tenants do not pay the Landlord 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

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 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.