



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

File Number: LTB-L-079431-25

In the matter of: 999 ISABELLA ST GD 0
BELLE EWART ON L0L1W0

Between: ELIZABETH FRAGNELLI Landlords
AMANDA FRAGNELLI

And

JOEL VANDERBROEK Tenant

ELIZABETH FRAGNELLI and AMANDA FRAGNELLI (the 'Landlords') applied for an order to terminate the tenancy and evict JOEL VANDERBROEK (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 Landlords or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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.

The Landlords also applied for an order requiring the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 26, 2026.

The Landlord, Amanda Fragnelli, the Landlords' Legal Representative, Teri Landriault, and the Tenant attended the hearing.

Preliminary Issue:

1. The Landlords sought to amend their L2 Application to withdraw the N12 elements and to amend the amounts of utilities claimed to \$478.17.
2. The amended L2 Application was properly served on the Tenant; as such, I accepted the Landlords' amendment.

Determinations:

3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find it appropriate to exercise my discretion and therefore, the tenancy shall continue on the conditions ordered below.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination – Substantial Interference

5. On September 11, 2025, the Landlords gave the Tenant an N5 notice of termination, deemed served on September 16, 2025, with a termination date of October 31, 2025. The notice of termination contains the following allegations: that the Tenant installed a rink on the rental property without permission from the Landlords and that the Tenant has not paid utilities they are responsible for under the terms of their residential lease.
6. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination (September 17-23, 2025); specifically, the Tenant did not pay the outstanding water utility invoices. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

N5 Notice of Termination - Wilful or Negligent Damage

7. On the same N5 notice, the Landlords also alleged that the Tenant damaged the rental property, with the Landlord claiming \$2,260.00 in out-of-pocket expenses to remove a rink.
8. The Tenant did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Landlords' Evidence - Utilities

9. The Landlords submitted a copy of the residential lease, signed by the Tenant and dated October 31, 2024, into evidence. This lease, at paragraph 6, detailed that the Tenant was responsible for the payment of "Water and Sewerage Charges".
10. The lease also states, at paragraph 7 to Schedule A, that the Tenant agrees to set up accounts for billing purposes for all utilities in the leased premises.

11. The Landlords submitted copies of InnPower and Town of Innisfil Finance Department invoices totalling \$478.17 for water utilities for the rental property. Some of these charges had been transferred to the Landlords' property tax account due to non-payment.

Landlords' Evidence – Rink

12. The Landlords entered into evidence copies of photos of the Tenant's rink in the backyard of the rental property, along with a quote to remove the rink in the amount of \$2,260.00.
13. The Landlords also submitted copies of text communications and a letter to the Tenant, asking him to remove the rink.
14. The Landlords' Legal Representative (LLR) submitted that the Tenant never asked permission to install the rink, that this installation was in contravention of the terms of the residential lease and that this installation of the rink constituted substantial interference with the reasonable enjoyment of the rental property by the Landlords.
15. Specifically, the LLR cited paragraph 5 of Schedule A of the lease, which states:

5. Tenant agrees not to paint, wallpaper or make any decorating changes to the leased premises, or change any locks on the leased premises, without the prior written consent of Landlord or his/her authorised agent.

16. The LLR also cited paragraph 9 of Schedule A of the lease, which states:

9... Tenant shall be responsible for the entire cost of all repairs or replacements where any damage to the leased premises or to the fixtures or chattels included in the lease is caused by the Tenant's negligence or willful damage or caused by any person or animal permitted on the leased premises by Tenant.

Tenant's Evidence

17. The Tenant testified that:

- a) He was not aware that he was responsible for water bills and that he was never provided with a water account number;
- b) He obtained verbal approval from a previous Landlord (Peter) to install the rink prior to taking possession of the rental unit;
- c) The rink was professionally installed on the interlock pavers;
- d) There were several paving stones removed so that stakes could be put into the ground to support the rink.
- e) There has been no damage done to the rental property;
- f) He is aware that the Town of Innisfil received a complaint about the rink, and that the Town determined that there was no permit required for the rink and that its installation did not contravene any by-laws; and

- g) If he has to remove the rink, he would like to do it himself, rather than paying someone else to do it.

Analysis

18. I find that, based on the evidence before the Board, and on a balance of probabilities, the Tenant failed to pay water utility costs they were required to pay under the terms of the tenancy agreement.
19. While the Tenant may have been initially unaware of his responsibility for the water utility bills, this responsibility would have been made abundantly clear upon his receipt of the N5 notice in September 2025. The Tenant's failure to subsequently pay these utility bills constitutes a substantial interference with the reasonable enjoyment of the rental property by the Landlord.
20. I find that the Landlords incurred reasonable out-of-pocket expenses of \$478.17 as a result of the Tenant's failure to pay water utility costs.
21. In regard to the rink installation, I find that, based on the evidence before the Board, and on a balance of probabilities, that the Tenant neither substantially interfered with the Landlords' reasonable enjoyment of the rental property nor wilfully or negligently damaged the rental property.
22. I do not accept the Landlords' assertion that paragraph 5 of Schedule A of the lease requires the Tenant to seek permission from the Landlords to install a rink. Paragraph 5 clearly refers to decorating-related and lock changes and I do not find that the installation of a rink in the yard of the rental property constitutes a "decorating change".
23. I also note that the Landlords did not clearly identify how the existence of the rink substantially interfered with their enjoyment of the rental property.
24. I also do not accept that the existence of the rink in the yard constitutes willful or negligent damage on the part of the Tenant. While there very well could be damage caused to the yard or interlock paving stones by the rink, this was neither specifically claimed nor proven at the hearing. The Landlords' claim for out-of-pocket expenses was based squarely on the paid activity of having the rink removed, an activity that I find does not fall into either "repairing" or "replacing" the damaged property.
25. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

26. 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.

27. The Landlords indicated that they were not opposed to an order allowing the Tenant to remove the rink themselves and directing the Tenant to pay past and going forward water bills.
28. The Tenant indicated that he would immediately get connected to InnPower so that the bills could be paid on a going forward basis.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. For the duration of the tenancy, the Tenant shall pay the water utility bills in full and on time.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlords \$478.17, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlords is \$664.17.
7. If the Tenant does not pay the Landlords the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 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.