



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Allen v Graham, 2026 ONLTB 15754

Date: 2026-02-20

File Number: LTB-L-091429-25

In the matter of: 34 Broadway
Newbury ON N0L1Z0

Between: Paul Richard James Allen Landlords
Melissa Dubeau

And

Jennifer Graham Tenants
Stefan Larsen

Paul Richard James Allen and Melissa Dubeau (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Graham and Stefan Larsen (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

Paul Richard James Allen and Melissa Dubeau (the 'Landlords') also applied for an order requiring Jennifer Graham and Stefan Larsen (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.

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

The first-named Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act"), the tenancy between the Landlords and the Tenants continues if the Tenants meet the conditions set out below in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On October 8, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 9, 2025. The notice of termination alleges substantial interference by the Tenants and contains the following allegations: the Landlord has been attempting to get the Tenants to make arrangements with the Newbury Village Office to address the overdue utility bill for water and sewer charges. Further messages were sent by the Landlord to the Tenants about their failure to pay the water and sewer charges and the outstanding bill has been transferred to the Landlord's tax account. The Tenants have failed to make arrangements and have failed to pay their outstanding account with Newbury.

Agreed Facts

4. The Landlord and the Tenants agreed that the Tenants are responsible for the water and sewer charges for the house located at 34 Broadway, Newbury, Ontario. Both parties agreed that the water and sewer arrears in the amount of \$1,296.19 dated October 3, 2025 (for the period March/25 to October 3, 2025) has been added to the Landlord's property taxes due to non-payment by the Tenants.
5. The Landlord advised me that there was a Consent order dated March 20, 2025 issued by the Board relating to previous utility invoices that were not paid by the Tenants. The Landlord further advised me that the Tenants are complying with that conditional order currently.
6. The Tenants agreed that they were complying with the previous conditional order regarding utility invoices that they failed to pay earlier in the year. The Tenants stated that they are aware that they are responsible for paying their utilities but they have been struggling with financial issues recently.
7. The Tenant, Jennifer Graham advised that she has been recently accepted to receive ODSP payments and is expecting a retroactive sum at the beginning of March of 2025. She stated that once she receives those funds, that utility bill of \$1,296.19 will be paid off.
8. Based on these agreed statements of fact, I will be setting out a conditional order whereby the current invoice from Newbury in the amount of \$1,296.19 is to be paid by the Tenants by March 20, 2026.
9. I will also be setting out that the Tenants are to pay their utility bills within a certain period of time so as to protect the Landlords from having the invoice added to their property tax roll.

Analysis

10. Section 64 of the *Residential Tenancies Act*, 2006 (the "Act") states that: 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."

11. In *Antrim Truck Centre Ltd. V. Ontario (Transportation)*, 2011 ONCA 419 (CanLI), “the courts have repeatedly held that some of the factors that must be considered include the gravity of the interference, the character of the neighbourhood, the nature/utility of the Tenant’s conduct and the sensitivity of the complainants”. Further the Court stated that “the requirement that the interference be substantial is a threshold aspect of the test. At this stage of the analysis, the court will exclude claims that disclose no actual interference as well as those in which the interference alleged is so trifling as to amount to no interference at all.”
12. The Tenants’ failure to pay their utility invoices has caused the municipal office to add the unpaid water and sewer charges to the Landlord’s property tax roll. This is a significant action whereby the Landlord’s lawful rights, privilege or interest have suffered substantial interference by the Tenants’ actions.

Relief from Eviction

13. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
14. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord’s application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 - a. The Tenants shall pay the water and sewer invoice of \$1,296.19 (which has been added to the Landlord’s property tax role) to the Village of Newbury by March 20, 2026. Further the Tenants will notify the Landlord when this invoice is paid in full; and
 - b. The Tenants will continue to pay their quarterly water and sewer invoices to the Village of Newbury and shall pay the full amount of each bill within 30 days of the date of the invoice from the municipality.
2. If the Tenants fail to comply with the conditions set out in paragraph #1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the ‘Act’) for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

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