



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Fiagbedzi v Picard, 2026 ONLTB 15805

Date: 2026-02-19

File Number: LTB-L-066667-25

In the matter of: 285 MONTMORENCY WAY
Ottawa ON K4A0J5

Between: Koblavi Fiagbedzi
Davida Ocran
Landlords

And

Tammy Picard
Tenant

Koblavi Fiagbedzi and Davida Ocran (the 'Landlords') applied for an order to terminate the tenancy and evict Tammy Picard (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

Koblavi Fiagbedzi and Davida Ocran (the 'Landlords') also applied for an order requiring Tammy Picard (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.

This application was heard by videoconference on November 18, 2025.

The Landlord, Koblavi Fiagbedzi and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

Tenant cannot rely on disclosure that she may possess as she did not provide timely disclosure to Landlords

1. At the hearing the Tenant, wished to raise issues pursuant to disclosure that she had not served the Landlords or uploaded to the Tribunals Ontario Portal ('TOP') in advance of the hearing.
2. Even if the Tenant can upload materials to TOP during the proceeding does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.
3. Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
4. Absent a satisfactory explanation as to why the Tenant could not have done so, the Tenant is not able to raise issues contained in or rely on the documentary disclosure that she has in her possession or that she could upload to TOP.
5. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations -was mailed to the Tenant on September 17, 2025. Approximately 2 months prior to the hearing.
6. In the above circumstances I am not satisfied the Tenant could not have complied with the Rules. The Tenant had a period of at least 2 months to complete and provide her materials to the Landlord and LTB. The disclosure was ultimately not completed nor uploaded to TOP not pursuant to the Rules of the Board.
7. As a result, the Tenant was not permitted to raise any issues and or rely on their disclosure that she alleged she had in her possession as of the date of this proceeding. The Tenant remains free to seek legal advice and/or pursue any timely issues that may form the subject of a tenant's application under the Act.

L2 Determination

8. As explained below, the Landlord, Koblavi Fiagbedzi (KF) has proven on a balance of probabilities the grounds for termination of the tenancy application, however I find that is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s.83(1) of the Act. Therefore, the tenancy between the Landlords and the Tenant will continue subject to the conditions outlined below.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On July 25, 2025, the Landlords gave the Tenant an N5 notice of termination, with a termination date of August 25, 2025. The notice of termination contains the following allegations, that the Tenant failed to pay the water utilities bills, pursuant to their tenancy agreement, and this behaviour has substantially interfered with the Landlords' reasonable enjoyment of the rental unit.

11. At the hearing, the Landlord, KF, confirmed the Landlords were seeking an amendment to the L2 Application to amend the sum of the utility arrears to \$4,376.02, from \$2,692.81, simply due to the passage of time and further billing by the City of Ottawa and the Ottawa Revenue Services for water utilities to the end of October 2025.
12. An application can be amended during a hearing where the Board is satisfied the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding. In this circumstance, I find that it is appropriate to amend the application to reflect the correct sum of utility arrears the Landlords are seeking in this application.
13. As per the submissions of the Landlord KF, the Tenant did not void the N5 notice of termination in accordance with s64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
14. I am satisfied based upon the submissions of the Landlord KF that the Tenant, has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords by absconding from paying the water utility bills contained in the N5 notice pursuant to the tenancy agreement between the parties on a balance of probabilities.
15. The Landlord KF submitted that he was also seeking reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay water bills the Tenant was required to pay under the terms of the tenancy agreement.
16. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
17. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Tenant advised the Tenant's intention is to pay all that is owed to the Landlords for the water utility arrears in a monthly amount on the 21st of each month in the amount of \$300.00 until the water utility arrears are paid in full while continuing to pay the ongoing water bills, as the Tenant is on ODSP, and the reason for the water utility arrears were due to personal and financial circumstances with her senior mother and two special needs children that reside in the rental unit and these issues commenced on or about April 2024. The Tenant acknowledged she owed water utilities, but just requires time to pay the same to the Landlords.
18. The Landlords have incurred reasonable out-of-pocket expenses of \$4,376.02 because of the Tenant's failure to pay the water bills. The Landlords submitted water charges from the City of Ottawa in the aforementioned amount, and these bills were all uploaded to the Ontario Tribunals Portal, and all but two were included in the N5 notice. Copies of the bills for these charges were provided at the hearing, and a tenancy agreement submitted indicating that these charges were the responsibility of the Tenant, and the Tenant was served the new water charges with the disclosure served upon the Tenant by the Landlords.
19. The Landlords has proven that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. Therefore, I am satisfied that the Landlord has incurred \$4,376.02 in out-of-pocket expenses. Hence, the Landlords request

for compensation for the Tenant's failure to pay utility costs pursuant to s.88.2 of the Act is granted.

20. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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
21. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

22. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
23. The Tenant must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
24. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
25. This order contains all of the reasons for the decision within it and no further reasons will be issued

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the condition set out below.
2. The Tenant shall pay the Landlord the total amount of \$4,562.02 (\$4,376.02 which represents the costs incurred by the Landlord for unpaid water utilities as of the date of this proceeding and \$186.00 for costs of filing the application).
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 1. \$300.00 (arrears and costs) on or before the 21st day of each month for 15 consecutive months commencing February 21, 2026, to April 21, 2027.
 2. \$162.02 (outstanding balance) on or before May 21, 2027.
4. If the Tenant fails to comply with the condition set out in paragraph 3 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.

February 19, 2026
Date Issued

Panagiotis P. Roupas
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.