



Order under Section 88.2 Residential Tenancies Act, 2006

Citation: Davis v Chafe, 2026 ONLTB 16616

Date: 2026-02-25

File Number: LTB-L-029636-25

In the matter of: 131 MACAULAY ST E
HAMILTON ON L8L3X5

Between: Cheryl Davis Landlord

And

Darlene Chafe Former Tenant

Cheryl Davis (the 'Landlord') applied for an order requiring Darlene Chafe (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former 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 25, 2025.

The Landlord and the Tenant's representative Adam Chafe attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$4,414.44.
2. The Former Tenant vacated the rental unit on May 31, 2024, however occupants remained in the unit until August 31, 2024.

Utilities

3. The Landlord is claiming utility costs pursuant to s. 88.2 of the Act. The Former Tenant had been required to pay the utilities for the unit. The Former Tenant's name had been on the Alectra and Enbridge Utilities account until May 31, 2024, when it had been changed back to the Landlord's name as of June 1, 2024. While the Former Tenant was not in the unit, her grandchildren remained in the unit until August 31, 2024, as unauthorized occupants.
4. The Landlord is claiming utility costs from Alectra totaling \$4,009.72 for services, and \$117.72 for Enbridge costs from June 1, 2024, to August 31, 2024.

5. The Former Tenant's son testified that his mother has dementia and that she had made an arrangement with the Landlord prior to June 1, 2024, that the tenancy would end in 90 days and mentioned that when he had been able to go to the unit to retrieve his mother's items, he was not permitted in the unit by the unauthorized occupants.
6. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that the Former Tenant failed to pay heat and electricity costs that they were required to pay under the terms of the tenancy agreement.
7. The Former Tenant's son was unable to produce any corroborating evidence to support any sort of deal he or the Former Tenant had made concerning the tenancy or the payment of the utilities and never denied that unauthorized occupants were in the unit. Should the Former Tenant's son wish to seek damages against these individuals, he is free to do that in another forum.
8. The Landlord incurred reasonable out-of-pocket expenses of \$4,127.44 as a result of the Former Tenant's failure to pay heat electricity costs owed to Alectra and Enbridge for the period from June 1, 2024, to August 31, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,127.44, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$4,414.44*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 8, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.

February 25, 2026

Date Issued

Jagger Benham

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$4,127.44
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,414.44