



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-086747-25

In the matter of: UPPER PORTION, 100 FARTHINGALE
CRES
BRAMPTON ON L7A1W8

Between: Prasanth Premkumar Landlord

And

Sandy Nava Tenant

Prasanth Premkumar (the 'Landlord') applied for an order to terminate the tenancy and evict Sandy Nava (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 Landlord or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on February 19, 2026.

Only the Landlord and the Landlord's representative, Mansi Shah, attended the hearing.

As of 9:34 a.m., the Tenant was 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. The Tenant persistently failed to pay the rent on the date it was due. However, this issue is now moot because the Tenant has moved out on January 3, 2026.
2. The Landlord has claimed that the Tenant has failed to pay utility bills as required by the tenancy agreement.

3. The Landlord presented a copy of a lease agreement for the rental unit, signed by the Tenant on February 17, 2018. Page 3 of the lease indicates that the Tenant is responsible for 70% of the electricity and water costs.
4. The Tenant failed to pay electricity, gas, hot water tank and water that they were required to pay under the terms of the tenancy agreement.
5. The Landlord provided bills from Enercare, Enbridge, Alectra Utility and the City of Peel and a ledger showing the balance outstanding as the Tenant has not paid the water charges requested by the Landlord.
6. The Tenant has accrued new utility charges in the amount of \$475.00 that is currently outstanding. The Landlord requested an order requiring the Tenant to pay the new charges.
7. The Landlord submitted that the Tenant is aware of the balance outstanding as the bills and amount due are forwarded to the Tenant every time the Landlord receives a utility bill.
8. As such, I find it reasonable to amend the application to include the new charges. In my view, it is unreasonable to require a landlord to file a new application each time a bill materializes.
9. The Landlord has incurred reasonable out-of-pocket expenses of \$4,198.50 as a result of the Tenant's failure to pay electricity, gas, hot water tank and water bills.

It is ordered that:

1. The L2 application based on N8 Notice of Termination is dismissed since the issue of eviction is moot.
2. The tenancy between the Landlord and the Tenant is terminated as of January 3, 2026, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$4,198.50. This amount includes utility costs owing.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$4,384.50.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026

Date Issued

Vinuri Sivalingam

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.