



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-062575-24-RV

In the matter of: MAIN, 1011 WELLINGTON AVE
WINDSOR ON N9A5K2

Between: Delna Joshua Landlord

And

Julie Saumure Tenant

Review Order

Delna Joshua (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Saumure (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was resolved by order LTB-L-062575-24 issued on October 15, 2025.

On October 23, 2025 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 24, 2025 interim order LTB-L-062575-24-RV-IN was issued, staying the order issued on October 15, 2025.

The request to review was heard by videoconference on November 18, 2025, and granted by interim review order LTB-L-062575-24-RV-IN2 issued on December 17, 2025. The Landlord's application was ordered to be heard *de novo*.

This application was heard *de novo* by videoconference on January 12, 2026.

The Landlord's legal representative, Lynn Perillo ('LP'), the Tenant, and the Tenant's legal representative, Tori Lee Jenkins ('TJ'), attended the hearing.

Determinations:

Preliminary Issue

1. LP request to amend the application to claim compensation for the total utility costs the Landlord alleges she incurred up to December 2025. The amended application was served and filed in accordance with rule 15 of the LTB's *Rules of Procedure* on January 6, 2026.
2. I find that this request to amend is made in good faith, it will not cause any significant delay, and the request was made within a reasonable timeframe in the circumstances. I find that the amendment is not prejudicial to the Tenant, as the new allegations/information contained in the amended application are in substance only an update to previous allegations in the original application. Granting the amendment will prevent the Landlord from having to filing another application to seek these amounts.

Merits of the Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claims for compensation in the application.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On June 27, 2024, the Landlord gave the Tenant an N5 notice of termination. In the notice of termination, the Landlord alleges that from June 2023 to present, that Tenant has failed to pay the utility bills that she is required to by the terms of the lease.
6. LP presented as evidence a copy of the tenancy agreement (DOC-7108322, pp. 94-100). The lease provides that the Tenant is responsible to pay for electricity, water, and heat in addition to the rent. It is specified at clause 6 of the tenancy agreement that she is required to pay 70% of the utility bills and the water heater rental for the building.
7. The tenancy commenced October 1, 2020.
8. LP presented utility bills from Enbridge for gas and from Enwin for electricity and water for the period June 2023 to December 11, 2025 (DOC-7108322, pp.26-82). She also presented water heater rental bills from Reliance for the same period.
9. The total amounts that the Tenant owes according to the bills submitted into evidence are \$1,690.34 (for Enbridge bills); \$7,736.13 (for Enwin bills); and \$450.99 (for Reliance bills), totalling \$9,877.46.
10. The Tenant did not dispute that she has not paid these invoices. She acknowledged the terms of the lease relative to utilities, as presented by LP, but said she did not understand the relevant provision when signing. She said that it is unfair that she has to pay 70% of the utility bills for the whole building when there are two other units (the Tenant said there is one above and one below the rental unit), and there was a tenant in the upper unit. LP made the point that the Tenant lives in the "main" unit, which is a 3-bedroom unit.
11. LP said there is no unit in the basement. The Tenant acknowledged that no one is living in the basement.

12. While I understand that the Tenant does not believe it is fair that she pays for 70% of the utility bills, she is bound to do so by the terms of the tenancy agreement. A person cannot unilaterally change terms of a legally binding contract after entering into it because they decide they no longer believe the terms are fair. I find that the Tenant is required to pay 70% of the utilities and water heater rental for the building, as set out in the lease.
13. I find that the Tenant failed to pay the utility bills and the water heater rental bill required by the lease as alleged in the N5 notice. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. She did not pay any amount outstanding or pay any utility or water heater rental bill after the N5 was given to her. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Relief From Eviction

14. The Tenant has continued to fail to pay any utility or water heater rental bills since the N5 notice was given to her. LP said that the Landlord has had to pay the bills, which is financially burdensome for the Landlord. I note that the LP's evidence is hearsay, and the Landlord was not present to give evidence about the impact of the Tenant's non-payment on her.
15. The Tenant is 64 years old and lives alone in the unit. Her son lived with her previously, but sadly he passed away almost 2 years ago.
16. The Tenant's income is comprised of \$1,000.00 from the Ontario Disability Support Program, and \$380.00 per month from the Canada Pension Plan.
17. The monthly rent for the rental unit is \$1,100.00, leaving only \$280.00 per month left for all other expenses.
18. The Tenant said that if her tenancy is terminated it would render her homeless. She does not have anywhere else to go, and said she has looked for other suitable rental accommodation without success.
19. Unfortunately, I find that the tenancy is not sustainable. The Tenant suggested that she could repay the amounts owed for utilities and the water heater rental pursuant to a payment plan, and would make payments of \$150.00 - \$200.00 per month. Even at \$200.00 per month, it would take over four years to repay what is owed. Further, the Tenant would not only have to pay the rent and this \$200.00 per month to the Landlord, but would also have to pay new utility and water heater rental bills as they come due. The Tenant would have \$80.00 per month to pay for her utility bills, the water heater rental bill, and all other expenses.
20. In my view a conditional order requiring payment of what is presently owed and new utility and water heater rental bills moving forward would be bound to fail because the Tenant can simply not afford it.
21. The tenancy must be terminated, but eviction will be postponed. I accept that the Tenant is a vulnerable person with low income, and she needs time to secure alternative housing.

This may include accessing community or government resources for assistance in finding other housing.

22. I understand that having paid these utility bills has been burdensome for the Landlord, but the Landlord was not present to give evidence about the true impact of these issues on her, or if/how a postponed eviction would affect her.
23. TJ submitted that if an eviction order is granted, eviction should be postponed for 120 days. This is a relatively lengthy postponement, but in the circumstances and on the evidence before me, I find it is reasonable. This postponement will allow the Tenant a reasonable amount of time to access any necessary resources, and to find and secure other housing.
24. 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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

Compensation for Unpaid Utilities

25. As noted above, the Tenant failed to pay a total of \$9,877.46 for utilities and water heater rental bills that she was required to pay pursuant to the tenancy agreement.
26. The Landlord claims compensation for this total amount pursuant to s. 88.2 of the Act. This provision only permits recovery of out-of-pocket expenses that a landlord has incurred or will incur because of the tenant's failure to pay utility bills they were required to pay: s 88.1, *Residential Tenancies Act, 2006*.
27. "Utilities" is a defined term under the Act, and includes only heat, electricity, and water: ss. 2(1), *Residential Tenancies Act*. Unpaid amounts related to water heater rental amounts are not recoverable under s. 88.1 because this is not a utility for the purposes of the Act.
28. I accept that the amounts the Landlord has claimed for water, electricity, and gas bills are out-of-pocket expenses that the Landlord has incurred or will incur. The total amount the Landlord is entitled to recover is \$9,426.47 (\$9,877.46-\$450.99).

Daily Compensation and Rent Deposit

29. The Tenant was required to pay the Landlord \$19,671.04 in daily compensation for use and occupation of the rental unit for the period from July 18, 2024 to January 12, 2026.
30. Based on the monthly rent, the daily compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$102.28 is owing to the Tenant for the period from October 1, 2020 to January 12, 2026.

33. The amount of any rent paid for the relevant period, the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.
4. The Tenant shall pay to the Landlord \$19,671.04, which represents compensation for the use of the unit from July 18, 2024 to January 12, 2026. All rent the Tenant has paid to the Landlord for this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$36.16 per day for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit. All amounts paid by the Tenant for rent for this period shall be deducted from the amount owing.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,202.28 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$28,267.23 (\$18,654.76 for daily compensation + \$9,426.47 for unpaid utilities + \$186.00 for the filing fee). All amounts paid by the Tenant for rent for the relevant periods, in accordance with paragraphs 4 and 5 of this order, shall be deducted from the amount owing.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026

Date Issued

Mark Melchers

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.