



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-087004-25

In the matter of: Upper, 745 DOWNIE ST
PETERBOROUGH ON K9H4L2

Between: Dominic Ko Landlord

And

Lisa Fiorotto-Bickert Tenant

Dominic Ko (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Fiorotto-Bickert (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 and 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 February 5, 2026.

Only the Landlord and the Landlord's legal representative, Celine Mallette attended the hearing.

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.

Preliminary Issue:

Landlord's Request to Amend L2 Application

1. At the hearing the Landlord requested to amend the L2 application as filed with the Board on October 17, 2025, to increase the unpaid utilities claim to \$2,616.08, for substantial interference with the Landlord's lawful right, privilege or interest.
2. Pursuant to LTB Rule 15.3, the request to amend will be decided at the hearing after considering:

- a) whether the amendment was requested as soon as the need for it was known;
- b) any prejudice a party may experience as a result of the amendment;
- c) whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d) whether the amendment is necessary and was requested in good faith; and e) any other relevant factors.

3. As the Tenant was aware of the Landlord's additional claims, the application was amended accordingly.

Determinations:

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$2,802.08, which represents the reasonable out of pocket expenses the Landlord has incurred for unpaid utilities for the period of December 19, 2024, to December 31, 2025, and the cost of filing the application.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on December 31, 2025.

N5 Notice of Termination

7. On September 19, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 19, 2025. The notice of termination contains the following allegations:
- Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:
 - Reasonable enjoyment of the residential complex and/or
 - Lawful rights, privileges, or interests.
8. The Tenant did not stop the conduct within seven days after receiving the N5 notice of termination by providing payment for the outstanding utilities. The Tenant's behaviour interfered with the Landlord's lawful rights. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

9. The Tenant was required to pay the Landlord \$5,730.32 in daily compensation for use and occupation of the rental unit for the period from October 10, 2025, to December 31, 2025.
10. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$176.77 is owing to the Tenant for the period from August 20, 2022, to December 31, 2025.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for unpaid utilities

14. Pursuant to s.88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if, while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility pursuant to 88.2(4): The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement. that they were required to pay under the terms of the tenancy agreement.
15. The Landlord in their amended application makes claims for \$2,616.08 of outstanding utilities that the Tenant has not paid and was required to pay pursuant to the lease agreement between the parties. The Landlord submitted a copy of the outstanding utility bills for water, gas, and hydro in support of their submissions for the period of December 19, 2024, to December 31, 2025.
16. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. Based on the evidence before me, the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
17. The Landlord has incurred reasonable out-of-pocket expenses of \$2,616.08 as a result of the Tenant's failure to pay heat, electricity and/or water costs. The Tenant has failed to pay the utility charges as she was required under the tenancy agreement. These charges have been billed to the Landlord. The outstanding charges to December 31, 2025, the date the Tenant moved out are:
 - Hydro \$1,362.19
 - Gas \$474.87
 - Water \$779.02

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025.
2. The Tenant shall pay to the Landlord \$5,730.32, which represents compensation for the use of the unit from October 10, 2025, to December 31, 2025.

3. Any payments made by the Tenant towards the compensation shall be credited to this order.
4. The Tenant shall pay to the Landlord \$2,616.08 which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,276.77 which is the amount of the rent deposit and interest on the rent deposit.
7. The total amount the Tenant must pay the Landlord is \$6,255.63. The rent deposit and interest on the rent deposit has been applied to the amount the Tenant is required to pay.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Nathan Korenberg
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.