



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

File Number: LTB-L-083303-25

In the matter of: Unit B, 519 Lock Street West
Dunnville ON N1A1V8

Between: Mark Raddick Landlord

And

Tracy Comeau Tenants
Theodore Tyson

Mark Raddick (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Comeau and Theodore Tyson (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 13, 2026.

The Landlord's agent, Shelene Raddick, the Landlord, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, the tenancy shall continue if the Tenants meet the conditions outlined below.
2. The Tenants was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On September 11, 2025, the Landlord gave the Tenants an N5 notice of termination with the date of termination of October 02, 2025. The notice of termination contains the following allegations: the Tenants have failed to pay their outstanding water bill.

4. At the hearing, I raised a preliminary issue in regard to the N5 notice of termination. Specifically, the certificate of service indicates that on September 22, 2025, the Landlord served the first N5 notice by playing it in the mailbox. However, the date of termination of the first N5 notice was October 02, 2025 and does not comply with the 20 day requirement for the date of termination once the N5 notice is deemed served. Therefore, the N5 notice was defective. The Landlord agreed to proceed with utilities only.
5. The Landlord testified that the Tenants are responsible for paying all utility bills, including water. The Tenants testified that they are only responsible for hydro and gas. The parties agreed that there is no written lease agreement. The parties further agreed that the Tenants were paying all utility bills, including the water bill for 2 years and then the Tenants stopped paying it. As a result of the Tenants failure to pay the water bill, the Landlord has incurred out of pocket expenses in the amount of \$742.21.
6. I find on a balance of probabilities that the Tenants are responsible for paying all utility bills, including the water bill. I make this determination because although there is no written lease agreement in place, an inference may be drawn for the Tenants own conduct. The Tenants had paid the water bill when they moved into the rental unit, they did this for two years. The Tenants later agreed that they stopped paying because when they went to put the water bill in their name, the Township had advised them that the water bill must remain in the name of the Landlord.
7. Although the water bill must remain in the name of the Landlord, it is still the Tenants responsibility to pay it. When looking at the commencement of the tenancy, there was an agreement between parties for the Tenants to pay all utilities, including water. The Tenants had agreed to this and at the commencement of the tenancy, there was a clear "meeting of the minds". What this means is, the parties had a clear agreement, where the Tenants paid all utility bills. This conduct has substantially interfered with the Landlord's reasonable enjoyment of the residential complex.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utilities

9. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord has incurred reasonable out-of-pocket expenses of \$742.21 as a result of the Tenants' failure to pay water costs, The Landlord submitted into evidence a copy of the outstanding water bills and it supports the amount being claimed.

It is ordered that:

1. The Tenants shall pay to the Landlord \$742.21, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. If the Tenants do not pay the Landlord the full amount owing on or before March 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.