



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-003107-25

In the matter of: PH15, 2550 SIMCOE ST N
OSHAWA ON L1L0R5

Between: Chetan Patel Landlord

And

Munachimso Okpalugo Former Tenant

Chetan Patel (the 'Landlord') applied for an order requiring Munachimso Okpalugo (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.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 22, 2026.

Only the Landlord and the Landlord's legal representative Marc Levy attended the hearing.

As of 1:22p.m. the Former Tenant not present or represented at the hearing.

Determinations:

1. At the hearing, the Landlord withdrew their claim for Damages. The Landlord seeks only an order for utility costs. Therefore, this order will only address utility costs. As explained, below, I am satisfied the Landlord has proven their claim for utility costs.
2. The Former Tenant vacated the rental unit on July 20, 2024.
3. The L10 application the Notice hearing was served on December 9, 2025, by serving it to the Former Tenant's current residence.
4. The Board's Interpretation Guideline (No.11) mentions that "*If the landlord indicates that they served the application and notice of hearing by sending it to the former tenant's*

current residence and the tenant is not present at the hearing, the landlord must be able to explain at the hearing how they determined the former tenant's current residence."

5. The Landlord testified that after the Former Tenant vacated the rental unit, he spoke to her in November 2025, and the Former Tenant had advised him that she was residing at her parent's residence and confirmed her address. I accept the Landlord's uncontested evidence in this regard and find that they have satisfied the requirement of serving the Former Tenant in accordance with subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act').

Utility costs

6. Subsection 88.2 of the Act is the provision which governs applications related to utility costs. As per subsection 88.2(4) of the Act these costs are the reasonable out-of-pocket expenses that a 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.
7. The definition of utilities under the Act means "heat, electricity, and water".
8. The Landlord seeks costs on their application for unpaid utilities in the amount of \$1,962.85. The Landlord adduced a copy of the lease agreement dated January 25, 2023, which confirmed that the Former Tenant was responsible for utility costs related to water and electricity. A copy of the water and electricity bill dated July 23, 2024, was also filed as evidence with the Board and it confirmed the amount owing as \$1,923.23. The Landlord confirmed he paid this utility bill and claimed he also paid additional service costs because of the Former Tenant's failure to pay the utility costs to the service provider. The Landlord claimed he would not have incurred these costs had the Former Tenant paid this bill. He filed into evidence confirmation of the payments he made towards this utility bill.
9. Based on the evidence adduced at the hearing, I am satisfied the Landlord has proven their claim with respect to utility costs. I accept the Landlord's evidence and find that he incurred reasonable out of pocket expenses because of the former tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement. The documentary evidence of the lease agreement, the copy of the utility bill, and the confirmation of the payments, all corroborate his claim. Furthermore, I am satisfied that the additional service charges the Landlord has incurred also constitute reasonable out of pocket expenses, because the Landlord would not have incurred these costs had the Former Tenant paid the utility bills as required under the lease agreement.
10. Thus, I award the Landlord \$1,962.85 for utility costs that he seeks on the application. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The total costs the Former Tenant owes the Landlord is \$2,148.85. Accordingly, I will award this amount to the Landlord.

It is ordered that:

1. On or before March 9, 2026, the Former Tenant shall pay to the Landlord \$2,148.85, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs, and the cost of filing the application.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Former 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

Inderdeep Padda

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.