



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

File Number: LTB-L-092301-25

In the matter of: 26 MONTPELIER ST
BRAMPTON ON L6Y6A6

Between: HANY GIRGIS Landlords
MAHA GIRGIS

And

JAMIE KYDD Tenant

HANY GIRGIS and MAHA GIRGIS (the 'Landlords') applied for an order to terminate the tenancy and evict JAMIE KYDD (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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 9, 2026. Only the Landlord, Maha Girgis, and the Landlords' Legal Representative, Thushari Suduwelikanda, attended the hearing.

As of 10:01 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated and the Tenant shall pay \$3,321.26 to the Landlords.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 14, 2025, the Landlords gave the Tenant an N5 notice of termination deemed served on October 15, 2025, with a termination date of November 10, 2025. The notice of termination contains the following allegations: that the Tenant failed to pay water bills for the period September 27, 2023 to September 25, 2025 they were required to pay under the terms of their residential lease.
4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination (October 16-22, 2025); specifically, the Tenant did not pay the outstanding water utility bills totalling \$3,016.63. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlords requested an amendment to their application to reflect the receipt of additional water utility charges for the period September 26, 2025 to December 20, 2025. The Landlords provided evidence that the water utility invoices were served on the Tenant; as such, I accepted this amendment and amend the amount of outstanding water utility charges on the application to \$3,135.26.
6. The Landlords submitted a copy of the residential lease into evidence, signed by the Tenant and dated November 28, 2020. Paragraph 6 of the lease identified that the Tenant was responsible for the costs of "Water and Sewerage Charges" during the term of the lease.
7. The Landlords provided copies of invoices from Peel Region Water, Wastewater and Stormwater Services for the requisite period totaling \$3,135.26. The invoices remained in the name of the Landlords, as this was a requirement of the utility provider. The Landlord testified that the Tenant had not reimbursed them for these charges, even after regularly being provided with copies of the invoices.
8. I find that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
9. I am satisfied that the Landlords have incurred reasonable out-of-pocket expenses of \$3,135.26 as a result of the Tenant's failure to pay their water utility bills.
10. The Tenant did not attend the hearing to provide evidence.
11. The Landlords incurred costs of \$186.00 for the filing the application and are entitled to reimbursement of those costs.

Relief from eviction

12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant is already subject to an eviction order flowing from LTB-L-080599-25, with a termination of tenancy ordered for February 10, 2026 unless the order was voided. The Landlords indicated that the order had not been voided as of the date of the hearing.
14. The Tenant did not attend to provide evidence regarding this consideration.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 13, 2026.
2. The Tenant shall pay to the Landlords \$3,135.26, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlords is \$3,321.26.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Curtis Smith
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 September 14, 2026 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.