



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091088-25

In the matter of: 181 Wagner Cres
Angus ON L0M1B6

Between: Shawn Steven Maio Landlords
Joseph Jeffrey Harrott

And

MITSY-ANN BLAIR Tenant

Shawn Steven Maio and Joseph Jeffrey Harrott (the 'Landlords') applied for an order to terminate the tenancy and evict MITSY-ANN BLAIR (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application);
- 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 Landlords or another tenant (L2 Application);
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex (L2 Application).

Shawn Steven Maio and Joseph Jeffrey Harrott (the 'Landlords') also applied for an order requiring MITSY-ANN BLAIR (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.

Shawn Steven Maio and Joseph Jeffrey Harrott (the 'Landlords') also applied for an order requiring MITSY-ANN BLAIR (the 'Tenant') to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 24, 2026.

Only the Landlord, Shawn Steven Maio, attended the hearing.

As of 11:33 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: L1 Application (Non-Payment of Rent)

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$15,050.00.
7. The Landlords collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
8. Interest on the rent deposit, in the amount of \$134.64 is owing to the Tenant for the period from November 26, 2023 to January 31, 2026.
9. At the hearing, the Landlord waived the cost of filing the application.
10. The Landlord also requested to waive any postjudgment interest. While the Board has the jurisdiction to delay the start date for postjudgment interest to accrue via subsection 207(7) of the *Residential Tenancies Act, 2006* ('Act'), it does not have the jurisdiction to waive postjudgment interest that becomes owing under section 129 of the *Courts of Justice Act, 1990*. Consequently, the Landlord's request is denied, though it remains open to the Landlord whether they elect to collect any postjudgment interest when enforcing this order in the event any becomes owing.

Determinations: L2 Application

N5 & N6 Notices of Termination:

11. The Tenant was in possession of the rental unit on the date the application was filed.
12. On September 12, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day.
13. On October 3, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served that same day.

14. The Tenant vacated the rental unit on January 31, 2026.
15. As the Tenant no longer occupies the unit, the portion of the L2 application seeking termination of the tenancy and consideration of the N5 & N6 notices is moot.

Compensation for Unpaid Utilities:

16. At the hearing, the Landlord requested to amend the application to claim an updated amount for unpaid utilities owing. However, the Landlord confirmed that the application was not amended and served on the Tenant to include the updated amount per Rule 15 of the Board's Rules of Procedure. The Tenant was therefore not aware that this new amount would be claimed at the hearing by the Landlords. As the Landlord was not able to provide a satisfactory reason as to why they could not comply with the Board's Rules, I do not find it appropriate in the circumstances to use my discretion to amend the application to claim the updated amount. The request to amend is therefore denied.
17. The Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement. The Landlord submitted an email chain between himself and the Tenant dated October 12, 2024, which includes section 6 of the lease agreement that sets out the Tenant is responsible for all utilities and is required to put all utility accounts in her name.
18. The Landlord submitted a Hydro One Account Summary dated September 12, 2024 for the period from November 1, 2022 to September 12, 2024 (DOC-7386228, p. 26). The Landlords seek unpaid utility costs from December 1, 2023 to August 19, 2024. The prorated amount the Tenant owes is therefore \$1,720.02, calculated as follows:
 - \$199.43 (monthly installment plan amount) x 8 months (Dec 1, 2023 to July 31, 2024) = \$1,595.44
 - $(199.43 \times 12 \text{ months} / 365 \text{ days}) \times 19 \text{ days (August 2024 per diem)} = \124.58
 - $\$1,595.44 + \$124.58 = \$1,720.02$
19. The Landlord submitted Enbridge invoices for the period from October 18, 2024 to March 6, 2025, totaling \$891.47 (DOC-7386228, pp. 28-42). The Landlords seek unpaid utility costs from February 1, 2024 to March 27, 2025; however, the Landlords could not produce any Enbridge invoices from February 1, 2024 to October 17, 2024, or March 7, 2025 to March 27, 2025, which was available and expected evidence at the time of the hearing. Therefore, I am not satisfied the Landlords have proved on the balance of probabilities that any amount above \$891.47 is owing for the period for unpaid Enbridge invoices from February 1, 2024 to March 27, 2025.
20. The Landlord submitted a Township of Essa Water & Sewer invoice for the period from October 1, 2024 to December 31, 2024, with water charges totaling \$57.98 (DOC-7386113, p. 7). Subsection 2(1) of the Act, however, defines "utilities" to mean heat, electricity and water. Sewage costs therefore do not fall under the statutory definition and will not be considered in the calculation for water services owing.
21. The Landlords seek unpaid water utility costs from October 22, 2024 to May 22, 2025; however, the Landlords could not produce any water & sewage invoices from January 1, 2025 to May 22, 2025, which was expected an available evidence at the time of the

hearing. Therefore, I am not satisfied the Landlords have proved on the balance of probabilities that any amount above the prorated amount of \$44.11 is owing for the period for unpaid water services from October 22, 2024 to May 22, 2025. The amount was calculated as follows: $(\$57.98 / 92 \text{ days}) \times 70 \text{ days} = \44.11 .

22. Having considered the uncontested evidence and submissions before me, including all invoices, the Landlord's testimony and correspondence with the Tenant highlighting the relevant sections of the lease agreement, I am satisfied on the balance of probabilities that the total amount of all utilities owing is therefore \$2,655.60.
23. The Landlord confirmed the Tenant paid \$1,099.00 towards the amount of utilities owing. Therefore, the Tenant owes **\$1,556.60** for the reasonable out-of-pocket expenses of the Landlords have incurred as a result of the Tenant's failure to pay heat, electricity and water costs.

Compensation for Substantial Interference:

Sewage Costs:

24. It is clear on the face of the water & sewage bill submitted that the Landlords seek the entirety of the costs they incurred for both water and sewage services. Though sewage services do not fall under the purview of a "utility", unpaid bills for this service can be considered in the context of substantial interference with a landlord's lawful right, privilege or interest. Therefore, I find it reasonable and appropriate in the circumstances to amend the application to include the prorated out-of-pocket-expenses of \$56.16 $[(\$73.81 / 92 \text{ days}) \times 70 \text{ days} = \$56.16]$ the Landlords incurred by the Tenant substantially interfering with the Landlords' lawful right, privilege or interest when the Tenant ceased paying for sewer service costs from October 22, 2024 to May 22, 2025, per subsection 88.1 of the Act. Having considered Rule 15.4 of the Board's Rules of Procedure, I am satisfied that any prejudice to the Tenant is minimal, as the total claimed remains the same as the amount previously disclosed to them.
25. Based on the uncontested evidence before me, I am satisfied on the balance of probabilities that the Tenant was responsible for all utilities and sewage costs. The lease clearly states the Tenant is responsible for all utilities and does not delineate that sewage costs are to be paid separately by the Landlord as either a service or utility included in the lawful rent. The invoice itself also lists both services for water and sewer charges, including them in the same total owing. The Landlord also testified that the Tenant was responsible for all such charges, and I have no reason to doubt the validity of that testimony without sufficient evidence to the contrary. The Tenant was also afforded the opportunity to attend the hearing to contest that evidence and did not do so. I therefore find that the Tenant owes the Landlords the prorated amount of \$56.16 for unpaid sewage costs the Landlords incurred from October 22, 2024 to May 22, 2025.

Fire Department Fine:

26. The residential complex is described as a detached three-bedroom and three-bathroom house entirely rented to the Tenant.

27. The Landlord testified that on September 12, 2024, the Essa Fire Department attended the residential complex after one of the neighbours called about a fire on the property. The Tenant was in Jamaica at the time but had given access to the unit to her guests. The Fire Department classified the incident as an unattended fire burning industrial waste (household garbage) in the backyard and tended to the fire.
28. The Landlord then submitted a fine for \$1,627.94 from the Essa Fire Department for the incident (DOC-7386113, p. 4). The Landlord testified that the Tenant said she would take care of the fine but never did. The fine then carried over onto the Landlord's property tax account, and a picture of an invoice from the Township of Essa dated October 9, 2024, citing balance of \$1,627.94 owing for a "Contravention of By-Law 2015-92" was submitted as evidence (DOC-7386113, p. 3).
29. Based on the uncontested evidence before me, I am satisfied on the balance of probabilities that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords. The Landlord submitted evidence of the fine incurred and testified as to the Tenant's exclusive use of the residential complex and guests accessing the unit. Without sufficient evidence to the contrary, I have no reason to doubt the validity of that uncontested testimony.
30. The Landlords' rights and interests have been infringed by having to pay a fine for which the Tenant is responsible. I am therefore satisfied that they have incurred reasonable out-of-pocket expenses of \$1,627.94 as a result of that substantial interference.
31. The Tenant has not made any payments towards either the sewage service costs or the Fire Department Fine.
32. The total amount the Tenant owes the Landlords for substantial interference is therefore **\$1,684.10**.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of January 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$12,415.36. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit. The rent deposit and interest the Landlords owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay to the Landlords \$1,556.60, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
4. The Tenant shall pay to the Landlords \$1,684.10, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the substantial interference.

5. The total amount the Tenant must pay the Landlord is **\$15,656.06**.
6. If the Tenant does not pay the Landlords the full amount owing on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Fotoula Hatzantonis
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$15,050.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$134.64
Total amount owing to the Landlords	\$12,415.36