



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Stawro v Williams, 2026 ONLTB 18768

Date: 2026-03-03

File Number: LTB-L-087033-25

In the matter of: Unit 2, 271 RICHVALE DR S
BRAMPTON ON L6Z4W6

Between: John Stawro Landlord

And

Carol Williams Tenants
Robert Williams

John Stawro (the 'Landlord') applied for an order to terminate the tenancy and evict Carol Williams and Robert Williams (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 tenant

John Stawro (the 'Landlord') also applied for an order requiring Carol Williams and Robert Williams (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 6, 2026.

Only the Landlord attended the hearing.

As of 9:37 a.m., the Tenants were 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.

After the matter had proceeded and concluded unopposed, the Tenant, Carol Williams attended at 10:10 a.m. and advised she was late; however, the Board file did not reflect such issue was communicated prior to the hearing and so this order has issued based on only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord, has proven on a balance of probabilities the grounds for termination of the tenancy application, however I find that is appropriate in all of the circumstances to grant relief from eviction to the Tenants under s.83(1) of the Act. Therefore, the tenancy between the Landlord and the Tenants shall continue subject to the conditions outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 17, 2025, the Landlord gave the Tenants an N5 notice of termination, with a termination date of November 6, 2025. The notice of termination contains the following allegations, that the Tenants failed to pay the water utilities bills, pursuant to their tenancy agreement in the amount of \$4,203.88, and this behaviour has substantially interfered with the Landlords' reasonable enjoyment of the rental unit.
4. As per the submissions of the Landlord, the Tenants did not void the N5 notice of termination in accordance with s64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. I am satisfied based upon the uncontested evidence and submissions of the Landlord that the Tenants, have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by absconding from paying the water utility bills contained in the N5 notice pursuant to the tenancy agreement between the parties on a balance of probabilities.
6. The Landlord submitted that he was also seeking reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay water bills the Tenants were required to pay under the terms of the tenancy agreement.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement on a balance of probabilities from the uncontested evidence of the Landlord. The Landlord sought an eviction, however, would be amicable to a conditional order that the Tenants pay the outstanding water utility arrears in full over 18 months while continuing to pay the ongoing water bills. The Landlord testified that the Tenants were not in arrears of rent as of the date of this proceeding and certainly could afford the water utilities that they had agreed to pay in their tenancy agreement.
9. The Landlord has incurred reasonable out-of-pocket expenses of \$4,203.88 because of the Tenants' failure to pay the water bills. The Landlord submitted water charges from the Region of Peel totalling the aforementioned amount, and these bills were all uploaded to the Ontario Tribunals Portal, and all were included in the N5 notice. Copies of the bills for these charges were provided at the hearing, and a tenancy agreement submitted indicating that these charges were the responsibility of the Tenants, and the Tenants were served this disclosure in accordance with the Boards Rules.

10. The Landlord has proven that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement. Therefore, I am satisfied that the Landlord has incurred \$4,203.88 in out-of-pocket expenses. Hence, the Landlord's request for compensation for the Tenants' failure to pay utility costs pursuant to s.88.2 of the Act is granted.
11. Having considered all of the uncontested disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act
12. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
13. This order, with specific conditions that are required for the Tenants to comply with to continue their tenancy.
14. The Tenants must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
15. Although this order does not specifically address each piece of uncontested evidence individually or reference all of the uncontested testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
16. This order contains all of the reasons for the decision within it and no further reasons will be issued

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the Landlord the total amount of \$4,389.88 (\$4,203.88 which represents the costs incurred by the Landlord for unpaid water utilities as of the date of this proceeding and \$186.00 for costs of filing the application).
3. The Tenants shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 1. \$250.00 (arrears and costs) on or before the 15th day of each month for 17 consecutive months commencing March 15, 2026, to July 15, 2027.
 2. \$139.88 (outstanding balance) on or before August 15, 2027.

4. If the Tenants fail to comply with the condition set out in paragraph 3 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

March 3, 2026
Date Issued

Panagiotis P. Roupas
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.