



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-022790-25-RV

In the matter of: UPPER, 932 Old Dundas Rd
Dundas ON L9H5E3

Between: Reginald Akrong Landlord

And

Michael Werezak Tenant
Jennifer Werezak

Review Order

Reginald Akrong (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Werezak and Jennifer Werezak (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 Landlord also applied for an order requiring the Tenant to pay the Landlord's 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 resolved by order LTB-L-022790-25 issued on January 9, 2026.

On February 9, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Tenant's review request alleges there is a serious error in the Board order issued on January 9, 2026 (the "Order").
2. By way of background, the parties entered a lease agreement (the "Lease") whereby the Tenant leased the upper unit of the residential complex and agreed to pay the utilities. At the time of signing the Lease, there was no tenant in the lower unit. When the lower unit was subsequently leased to other tenants, the utility charges were apportioned (approximately) 50% between each tenant. When the Tenant refused to pay, the Landlord filed an L2 application based upon substantial interference with the reasonable enjoyment or lawful right, interest, privilege of the landlord or another tenant.

3. In addition to order monetary compensation for unpaid utilities, the member provided that the Tenant shall pay 50% of water and hydro utilities going forward.
4. The RTR claims the member wrongfully imposed “*a new contracting term*” and states the member failed to consider section 138(4) of the *Residential Tenancies Act*, 2006 (the “Act”) which provides for certain utility information requirements:

Information for prospective tenants

(4) If a landlord charges tenants a portion of the cost of a utility, the landlord shall, before entering into a tenancy agreement with a prospective tenant, provide the prospective tenant with the following information:

1. The portion of the cost of the utility that is applicable to the rental unit that would be occupied by the prospective tenant, expressed as a percentage of the total cost of the utility.
 2. The total cost of the utility for the building for the prescribed period for which the landlord has information on the cost of the utility.
 3. If any part of the building was vacant during any part of the period to which the information referred to in paragraph 2 applies, a statement of which part of the building was vacant and of the period that it was vacant.
 4. Such other information as is prescribed. 2010, c. 8, s. 39 (1).
5. While admittedly the Order requires the Tenant to pay a portion of the noted utilities that was not stipulated in the Lease, I am not satisfied the member seriously erred. Section 138(4) speaks to “*prospective tenants*” and information requirements for new tenancies. That is not the case here. The parties had signed a lease requiring the Tenant to pay utilities, without any apportionment of utilities for any future tenant in the lower unit. When circumstances changed and a second tenancy commenced, it is clear the original Lease term requiring the Tenant to pay utilities (without any apportionment for the lower tenant) needed to be revisited. It would not be reasonable for the Tenant to be required to pay all utilities in accordance with the strict Lease terms, nor would the parties have contemplated that the Tenant would continue to pay all utilities if the lower unit was leased to other tenants.
 6. As noted in the RTR, the rental unit does not include separate utilities meters for reach of the rental units. Accordingly, and in an effort to arrive at a reasonable and fair allocation of utility charges, the member required that each tenant pay 50% of the utilities for the water and hydro going forward. In the circumstances, I find the member’s approach to be reasonable.
 7. As I am not satisfied that there is a serious error in the order or the proceedings, the RTR must be denied.

It is ordered that:

1. The request to review order LTB-L-022790-25 issued on January 9, 2026 is denied. The order is confirmed and remains unchanged.

March 4, 2026
Date Issued

Peter Nicholson
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.