



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081087-25

In the matter of: Upper Level, 33 WALTONICE RD
SCARBOROUGH ON M1M3G7

Between: Amit Chakraborty Landlord
Trini Das

And

James Jim Kennedy Tenant
Elaine Begin Kennedy

Amit Chakraborty and Trini Das (the 'Landlord') applied for an order to terminate the tenancy and evict James Jim Kennedy and Elaine Begin Kennedy (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 Landlord or another tenant. (L2 application)

This application was heard by videoconference on January 20, 2026.

The Landlord Amit Chakraborty, Landlord Trini Das, Landlord's Legal Representative Ravis Mohebbian, Tenant James Jim Kennedy, Tenant Elaine Begin Kennedy, and the Tenant's Legal Representative Kevin Laforest attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

L1 application – Arears of rent

1. The Landlord 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,105.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$69.21. This amount is calculated as follows: \$2,105.00 x 12, divided by 365 days.
5. The Tenant has paid \$8,405.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$7,360.00. This was undisputed at the hearing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$244.93 is owing to the Tenant for the period from June 1, 2019, to January 20, 2026.

Relief from eviction

10. The Tenant did not dispute the arrears of rent and acknowledged the outstanding balance. The Tenant testified that the arrears accumulated primarily after a dispute arose between the parties regarding responsibility for a water bill that the Tenant believed was improperly charged.
11. The Tenant testified that they and their spouse are seniors with limited income derived from CPP, OAS and rental income from a boarder. The Tenant's current monthly household income is approximately \$3,200.00 and is expected to increase by approximately \$405.00 per month through an approved OAS supplement. The Tenant also testified that they have applied for Ontario Works and for assistance through the Toronto Rent Bank, which may provide up to \$5,000.00 toward the arrears.
12. The Tenant requested relief from eviction and proposed an 18-month repayment plan. The Tenant testified that if assistance from the Rent Bank is approved, they would be able to make a lump-sum payment of \$5,000.00 toward the arrears by the end of March 2026 and continue making monthly payments toward the remaining balance.
13. The Landlord opposed an extended repayment plan and submitted that the Tenant's financial circumstances suggest that the Tenant may have difficulty maintaining the tenancy and repaying the arrears. The Landlord requested a voidable eviction order with a shorter repayment period.
14. 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 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.

L2 application – Unpaid utilities

15. For the reasons that follow, the Landlord's L2 application is dismissed.

16. On September 4, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant failed to pay utility costs that the Tenant was required to pay under the terms of the tenancy agreement.
17. The evidence before the Board establishes that the rental property is a duplex with a single utility meter serving both units. The Landlord testified that the Tenant pays the full amount of the water bill issued by the City of Toronto and then is required to seek reimbursement for 50% of that amount from the occupant of the other unit.
18. The written tenancy agreement relied upon by the Landlord states only that the Tenant is responsible for utilities. The agreement does not specify how the utilities are to be apportioned between the two units and does not require the Tenant to pay the full amount of a shared utility bill on behalf of the Landlord or another tenant.
19. In these circumstances, requiring the Tenant to pay 100% of a utility bill for a multi-unit property and then recover a portion from another tenant is not consistent with the written tenancy agreement and is not a method of apportioning utilities contemplated by the Residential Tenancies Act, 2006 (the "Act"). Section 138 of the Act permits a landlord to require a tenant to pay for utilities only where the tenancy agreement clearly provides for the tenant's responsibility for those utilities. In this case, the agreement does not establish a method for allocating shared utility costs between units. Further, requiring the Tenant to pay the full amount of a shared utility bill and collect reimbursement from another tenant effectively requires the Tenant to assume a financial obligation on behalf of the Landlord or another occupant that is not provided for in the tenancy agreement and is inconsistent with section 134 of the Act, which prohibits a landlord from requiring a tenant to pay charges other than those permitted under the Act.
20. In addition, the N5 notice relies on a utility bill that includes charges for solid waste management services. The evidence before the Board does not establish that the Tenant agreed to pay this charge as part of the tenancy agreement.
21. For these reasons, I find that the N5 notice is defective and cannot support termination of the tenancy. Accordingly, the Landlord's L2 application is dismissed.

It is ordered that:

L1 application:

1. The Tenant shall pay to the Landlord \$7,546.00 for arrears of rent up to January 31, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 31, 2026	\$5,000.00
April 1, 2026	\$150.00
May 1, 2026	\$150.00
June 1, 2026	\$150.00
July 1, 2026	\$150.00
August 1, 2026	\$150.00
September 1, 2026	\$150.00
October 1, 2026	\$150.00
November 1, 2026	\$150.00
December 1, 2026	\$150.00
January 1, 2027	\$150.00
February 1, 2027	\$150.00
March 1, 2027	\$150.00
April 1, 2027	\$150.00
May 1, 2027	\$150.00
June 1, 2027	\$150.00
July 1, 2027	\$150.00
August 1, 2027	\$146.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to August 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.

L2 application:

1. The Landlord's L2 application is dismissed.

March 12, 2026
Date Issued

 Kyle Anderson
 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.