



Order under Section 88.2 Residential Tenancies Act, 2006

Citation: Maduka v Leduc, 2026 ONLTB 19684

Date: 2026-03-09

File Number: LTB-L-057281-25

In the matter of: 2, 48 YOUNG ST
CAPREOL ON P0M1H0

Between: Emmanuel Tochukwu Maduka

Landlord

And

James Leduc
Marquise Malette

Tenant

Emmanuel Tochukwu Maduka (the 'Landlord') applied for an order evicting and requiring James Leduc and Marquise Malette (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.

The proceeding for application LTB-L-057281-25 was started by videoconference on November 17, 2025 but the Member who presided at the hearing is on leave. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue an interim order in this matter or complete the proceedings. The matter was therefore reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the Statutory Powers Procedure Act elected to hear the application de novo.

This application was heard by videoconference on March 3, 2026.

The Landlord and the Tenant, James Leduc attended the hearing. The Tenant was represented by Kimberley Farrell. The Tenant, Marquise Malette was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant, JL, testified she was aware of the hearing.

Preliminary Issue:

1. The application was amended to include hydro costs for the period ending February 1, 2026 to ensure the most efficient use of the parties' and Board's time and resources. The

Tenant's Representative confirmed she reviewed the utility providers invoices that the Landlord uploaded to the LTB Tribunal Ontario Portal. The Tenant Representative cross examine the Landlord's evidence including the electricity invoices. I find it was fair to amend the application.

Determinations:

2. As explained below, the Landlord has proven on a balance of probabilities the Landlord has incurred costs for utilities which substantially interfered with the Landlord's rights and interests. The Tenant owes the Landlord \$2,618.46 plus the application fee. The Landlord's application for eviction is dismissed.

N5 Notice:

3. The Landlord filed his L2 application prematurely before serving the N5 Notice of Termination. The Certificate of Service that accompanied the L2 application was not signed and dated. The Landlord explained an amended N5 Notice was served which the Tenant's Representative stated was not received. Since the application was filed on July 11, 2025 and the N5 Notice that accompanied the application was an invalid notice of termination because it was signed on July 13, 2025 and issued after the application was filed, I find the Board has no jurisdiction to consider eviction. This portion of the application is, therefore dismissed.

Utilities.

4. The Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement.
5. The Tenant testified the Tenants agreed to be responsible for the hydro before the tenancy agreement started. This was confirmed by the Landlord's testimony and the Greater Sudbury Intent to Rent agreement which both Tenants and the Landlord signed that verifies hydro was not included with the monthly rent charge and was the Tenants' responsibility to pay.
6. The Tenant testified the cost for hydro included consumption of electricity for other units in the complex because he testified there are only 5 meters for 8 units in the complex. On the contrary, the Landlord testified there are 8 meters in the complex, three of which are at the back of the complex located at the opposite end of the complex. Although there was different evidence about the number of meters, I'm not satisfied the Tenant pays hydro for any other unit other than their own because of the following:
7. There was a mark decrease in costs in January 2026 after the Tenant, MM and three children left/vacated the rental unit. The invoice of \$123.31 was for the period from January 1 to February 1, 2026 when only one Tenant was staying in the unit. In comparison, the 10 months prior to January 2026, when the family of five were together, the costs ranged from \$210.30 to 263.90 (see amounts listed in paragraph 8, hereof). As such, there's a nexus for the reduced costs and consumption when one versus five people were staying the unit. The Landlord also testified the invoices are connected to the

Tenant's unit alone which are also corroborated by the address on the hydro invoices that identifies unit #2, the Tenants' unit. The Tenant confirmed the location of his meter and his unit in the photographs provided as evidence, and they showed a wire that runs from the meter along the side of the complex into the Tenant's unit and that same wire did not connect to any other unit. The Tenant further testified the readings on the invoices matched the reading on his hydro meter, which also confirms consumption and costs are connected to his unit alone.

8. I find the Landlord has incurred reasonable out-of-pocket expenses of \$2,618.26 because of the Tenant's failure to pay electricity costs. At the hearing, individual monthly hydro statements were reviewed that covered a period from December 1, 2024, to February 1, 2026. The December 1, 2024, to January 1, 2025, statement was reduced from \$95.28 to \$47.64 since the Tenants moved in the middle of December 2024. The sum of the hydro costs as supported by the hydro invoices is \$2,822.26 for the period from December 15 to February 1, 2026. This amount was calculated as follows:
 $\$47.64 + \$166.09 + \$159.80 + \$218.14 + \$210.30 + \$222.62 + \$254.95 +$
 $\$217.62 + \$252.25 + \$223.60 + \$216.66 + \$263.90 + \$245.38 + \$123.31$. Since the Landlord is claiming \$2,618.46, the Tenants shall pay the Landlord's out of pocket expenses as claimed.
9. The Tenant's Representative challenged the rebate and amounts of the invoices but the amounts on the invoices would have been the cost for charges the Tenants would have been expected to have paid to the service provider had the hydro account been in their name. The Landlord is not seeking more than what he paid, in fact he's seeking an amount that is less because of HST, and rebates applied as per my findings in paragraph 8, hereof.
10. The Landlord did not provide 12 months of information related to hydro costs which is not mandated under the Act. In July 2021 sections 137(7) and 137(8) of the Act were repealed which eliminated the Landlord's disclosure requirement for metered rental units.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,618.26, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs owing for the period ending February 1, 2026.
2. The Tenants shall also pay the Landlord \$186.00 for the cost of the application fee.
3. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

 Sandra Macchione
 Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.