



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-085085-25

In the matter of: 155 THOMPSON RD
CALEDONIA ON N3W0C1

Between: AZZA MARZOUK Landlords
OLA SHEHATA

And

JONATHAN MARQUES Tenants
KALINDI MCALLISTER

AZZA MARZOUK and OLA SHEHATA (the 'Landlords') applied for an order to terminate the tenancy and evict JONATHAN MARQUES and KALINDI MCALLISTER (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 Landlords or another tenant

AZZA MARZOUK and OLA SHEHATA (the 'Landlords') applied for an order requiring JONATHAN MARQUES and KALINDI MCALLISTER (the 'Tenants') 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.

AZZA MARZOUK and OLA SHEHATA (the 'Landlord's') applied for an order requiring JONATHAN MARQUES and KALINDI MCALLISTER (the 'Tenants') 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 Tenants 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 2, 2026.

Only the Landlord Aaza Marzouk and the Landlords' Legal Representative Michelle Mont attended the hearing.

As of 11:23 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenants must pay to the Landlords \$3,153.31.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 15, 2025.

Compensation for unpaid utilities

4. The Landlords allege the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
5. The tenancy agreement, submitted as evidence, clearly states that the Tenants are responsible for water and sewage costs.
6. The Landlord Azza Marzouk testified that pursuant to the tenancy agreement the Tenants had an account Haldimand County for water and sewer charges and that when the Tenants failed to pay the invoices associated with those costs they were added to the Landlord's tax bill for the rental property.
7. The Landlords sought to amend their application to reflect payments made by the Tenants and to include water and sewer charges, incurred after the application was filed.
8. The Landlords' request to amend the application to reflect payments made by the Tenants and include the water and sewer charges, incurred after the application was filed is granted; the request was sent to the Board and the Tenants prior to the hearing date, therefore there is no prejudice to the Tenants as the Tenants were aware of the requested amendment
9. The Landlord Azza Marzouk testified that the Tenants owe \$2,074.31 for unpaid utility costs associated with water and sewer charges and that these amounts were added to the Landlord's property tax bill for the rental property. Copies of invoices were provided as follows:

Bill Date	Billing Period	Amount of Bill	Amount Paid by Tenants	Balance Remaining
Oct 4, 2023	Aug 1, 2023 – Aug 31, 2023	\$178.27	\$0.00	\$178.27
Nov 11, 2023	Sep 1, 2023 – Sep 30, 2023	\$306.05	\$0.00	\$306.05
Dec 5, 2023	Oct 1, 2023 – Oct 31, 2023	\$755.76	\$791.96	-\$36.20
Jan 10, 2024	Nov 1, 2023 – Nov 30, 2023	\$582.79	\$583.04	-\$0.25

Feb 8, 2024	Dec 1, 2023 – Dec 31, 2023	\$836.75	\$0.00	\$836.75
Mar 6, 2024	Jan 1, 2024 – Jan 31, 2024	\$249.75	\$0.00	\$249.75
Jun 27, 2024	Apr 1, 2024 – Apr 30, 2024	\$88.17	\$125.17	-\$37.00
Jul 22, 2024	May 1, 2024 – May 31, 2024	\$77.80	\$0.00	\$77.80
Aug 13, 2024	Jun 1, 2024 – Jun 30, 2024	\$63.35	\$114.00	-\$50.65
Sep 5, 2024	Jul 1, 2024 – Jul 31, 2024	\$76.03	\$113.03	-\$37.00
Oct 11, 2024	Aug 1, 2024 – Aug 31, 2024	\$83.48	\$122.00	-\$38.52
Nov 7, 2024	Sep 1, 2024 – Sep 30, 2024	\$194.57	\$231.57	-\$37.00
Dec 10, 2024	Oct 1, 2024 – Oct 31, 2024	\$94.12	\$0.00	\$94.12
Jan 10, 2025	Nov 1, 2024 – Nov 30, 2024	\$84.93	\$484.64	-\$399.71
Feb 2, 2025	Dec 1, 2024 – Dec 31, 2024	\$73.30	\$0.00	\$73.30
Mar 12, 2025	Jan 1, 2025 – Jan 31, 2025	\$78.87	\$0.00	\$78.87
Apr 4, 2025	Feb 1, 2025 to Feb 28, 2025	\$103.40	\$0.00	\$103.40
May 8, 2025	Mar 1, 2025 to Mar 31, 2025	\$95.38	\$0.00	\$95.38
Jun 5, 2025	Apr 1, 2025 to Apr 30, 2025	\$90.05	\$0.00	\$90.05
Jul 10, 2026	May 1, 2025 to May 31, 2025	\$92.99	\$0.00	\$92.99
Aug 12, 2025	Jun 1, 2025 to Jun 30, 2025	\$84.07	\$0.00	\$84.07
Sep 8, 2025	Jul 1, 2025 to Jul 31, 2025	\$84.33	\$0.00	\$84.33
Nov 4, 2025	Aug 1, 2025 to Aug 31, 2025	\$142.02	\$0.00	\$142.02
Jan 21, 2026	Nov 1, 2025 to Nov 30, 2025	\$199.49	\$0.00	\$199.49
TOTAL		\$4,715.72	\$2,565.41	\$2,150.31

10. Pursuant to section 88.2 of the *Residential Tenancies Act, 2006* (the 'Act'):

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force. 2020, c. 16, Sched. 4, s. 20.

...

88.2(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.

11. Based on the uncontested evidence and submissions before the Board, I find, on a balance of probabilities that the Landlords have incurred reasonable out-of-pocket expenses of \$2,150.31 as a result of the Tenants' failure to pay water and sewer costs.

Compensation for substantial interference

12. The Landlord testified that as a result of the Tenants failure to pay water and sewer costs that they were required to pay under the terms of the tenancy agreement administrative fees for each billing period that the Tenants did not pay the water and sewer costs was added to the Landlords' property tax bill totalling \$817.00.
13. Copies of a statement of account for the rental property from The Corporation of Haldimand County was submitted into evidence show the outstanding administrative fees.
14. Pursuant to section 88.1 of the *Residential Tenancies Act, 2006* (the 'Act'):

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 19 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force. 2020, c. 16, Sched. 4, s. 19.

15. Based on the uncontested evidence and submissions before the Board, I find, on a balance of probabilities that the Landlords have incurred reasonable out-of-pocket expenses of \$817.00. These expenses were incurred as a result of the substantial interference of the Tenants with the

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of October 15, 2025.
2. The Tenants shall pay to the Landlords \$2,150.31, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
3. The Tenants shall pay to the Landlord \$817.00, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the substantial interference.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$3,153.31.
6. If the Tenants do not pay the Landlords the full amount owing on or before March 29, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.

March 18, 2026

Date Issued

Sean Ramage

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.