



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Thompson v Gratsos, 2026 ONLTB 913

Date: 2026-03-17

File Number: LTB-L-095743-25

In the matter of: 1217 Shankel Road
Oshawa ON L1K3G2

Between: Keshia Thompson Landlords
Florizel Thompson

And

Lisa Gratsos Tenant

L1 Application

Keshia Thompson and Florizel Thompson (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Gratsos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

Keshia Thompson and Florizel Thompson (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Gratsos (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 Landlords or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully caused undue damage to the premises.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right,

privilege or interest of the Landlords in a building that has three or fewer residential units and the Landlords reside in the building.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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 Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

These applications were previously heard by videoconference on December 16, 2025; however, there was insufficient time in the hearing block to hear evidence for the tenancy issues raised by the Tenant, pursuant to s. 82 of the Act, nor was there sufficient time to hear evidence for the Landlords' L2 application. The adjourned hearing for these applications was heard by videoconference on March 13, 2026. Landlord Keshia Thompson and the Tenant attended the hearing.

Preliminary Issues:

1. Both parties agreed that the Tenant vacated the unit on February 28, 2026, and that the tenancy terminated on February 28, 2026. The Landlords no longer seek an eviction of the Tenant; however, they request payment of the rent arrears and utility costs, as well as compensation for damage to the unit.
2. The Tenant stated that she no longer wanted the LTB to consider the tenancy issues that she raised on December 7, 2025, pursuant to s. 82 of the *Residential Tenancies Act, 2006* (the "Act"). Given this request, and given that the Tenant did not pay ongoing rent as ordered in LTB-L-095743-25-IN, issued on December 23, 2025, the tenancy issues raised pursuant to s. 82 of the Act will not be considered.

Determinations:

L1 Application

3. The Landlords 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.

6. As determined in order LTB-L-095743-25-IN, issued on December 23, 2025, the lawful rent is \$2,600.00. It was due on the last day of each month.
7. As determined in order LTB-L-095743-25-IN, issued on December 23, 2025, the rent arrears owing to December 30, 2025, were \$20,300.00. The Landlord stated that the Tenant did not pay the monthly rent for the months of January and February 2026. The Tenant confirmed that she did not pay the monthly rent for the months of January and February 2026.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to February 28, 2026 are \$25,500.00.
10. There is no last month's rent deposit.

L2 Application

11. The Tenant moved into the unit on October 25, 2024, and vacated the unit on February 28, 2026.
12. The Tenant was in possession of the rental unit on November 12, 2025, the date the L2 application was filed.
13. With the Tenant having vacated the unit, the Landlords now seek, as provided in their L2 application, compensation for out-of-pocket utility costs of \$718.10, and compensation of \$700.00 for damage to the unit.

Compensation for Unpaid Utilities

14. The Landlord testified that the Tenant failed to pay a water and sanitary bill of \$593.12 covering the period of April 23, 2025 to July 22, 2025, and also failed to pay a gas bill of \$124.98 covering the period of November 7, 2024 to December 1, 2024. The Landlord stated that these unpaid utility costs represent 40% of each utility bill for the respective period, as agreed to in the Tenancy Agreement, signed by all parties on November 29, 2024. The Landlord submitted copies of the two utility invoices and Tenancy Agreement.
15. The Tenant confirmed that she is responsible to pay for 40% of the utility costs for the residential complex, and pays these costs promptly when they are due. The Tenant noted that her portion of the utility costs increased to 100% on November 1, 2025.
16. On the basis of the evidence provided, and on a balance of probabilities, I am satisfied that the Landlords incurred reasonable out-of-pocket expenses of \$718.10 as a result of the Tenant's failure to pay her 40% portion of water costs from April 23, 2025 to July 22, 2025, and her 40% portion of gas costs from November 7, 2024 to December 1, 2024. In this matter, I find that the Landlords' detailed accounting of specific unpaid utility costs, to be more compelling than the Tenant's claim that she paid all of her utility costs.

Compensation for Damage

17. The Landlord testified that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit that resulted in costs of \$700.00 to repair the damage. The Landlord stated that the damage has been fixed; however, she does not have receipts for the costs that she incurred to complete the repairs.
18. The Landlords submitted 20 photos, dated November 10, 2025, of damage to the unit, to include door frames, hinges and locksets, countertops, floor scratches, and nail holes.
19. The Tenant asserted that she did not damage the unit. She submitted more than 40 photos taken by her on the day she vacated the unit, on February 28, 2026, depicting a clean and damage free unit.
20. The Landlords have not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit. Furthermore, without any receipts of the alleged costs they incurred to repair the damage, or an explanation of their expenses, I am not satisfied that the Landlords incurred these costs. Accordingly, the Landlords' request for compensation of \$700.00 for costs that they incurred to repair damage to the unit, pursuant to s. 89 of the Act, is denied.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$25,500.00, which represents the rent arrears owing to February 28, 2026.
3. The Tenant shall also pay to the Landlords \$718.10, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
4. The total amount the Tenant must pay the Landlords is \$26,218.10
5. If the Tenant does not pay the Landlords the full amount owing on or before March 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Frank Ebner
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.