



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

File Number: LTB-L-077104-25

In the matter of: 250 Lakeshore Road
St. Catharines ON L2M1R4

Between: Anestis Deligianis Landlord

And

TREVOR CULLIGAN Tenant
DANIELLE LEDUC

Anestis Deligianis (the 'Landlord') applied for an order to terminate the tenancy and evict TREVOR CULLIGAN and DANIELLE LEDUC (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

Anestis Deligianis (the 'Landlord') applied for an order requiring TREVOR CULLIGAN and DANIELLE LEDUC (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 heard by videoconference on December 2, 2025.

Only the Landlord attended the hearing.

As of 10:47 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 Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 22, 2025, the Landlord served the Tenants with a voidable an N5 notice of termination, which was deemed served on August 22, 2025, which gave a termination date of September 12, 2025. The notice of termination contains the following allegations:
 - The Tenants have not paid for the water costs that they were required to pay under the terms of the tenancy agreement. According to the N5 Notice, the water bills were unpaid from May 2025 until September 2025.
4. I turn to Section 88 of the *Residential Tenancies Act* which permits a landlord to recover utility costs, however such recovery is contingent on establishing that the tenant is responsible for those charges under the tenancy agreement.
5. The burden of proof rests on the Landlord to prove or establish, on a balance of probabilities, that the amounts claimed are lawfully owing and that the Tenant is responsible for those amounts.
6. During the hearing, the Landlord submitted water bills but did not provide any evidence demonstrating that the Tenant agreed, either through a lease agreement or otherwise, to pay for water charges.
7. I find that the water bills, on their own, do not establish the Tenant's liability, considering the bills appear to be in the Landlord's name. In the absence of a tenancy agreement or equivalent evidence, I cannot determine that the charges form part of recoverable arrears.
8. I find this failure is significant, particularly for an eviction application, where the consequences against the Tenant are serious, the evidentiary threshold must be met with clear and reliable evidence.
9. As a result, I find that the Landlord had failed to establish that the claimed water charges are lawfully owing by the Tenant. In particular, the absence of a lease agreement or any evidence establishing the Tenant's responsibility for water charges is fatal to the application.
10. Where eviction is sought, proof is required. I cannot issue an eviction order where liability for the alleged arrears has not been established or proven.
11. During the hearing, the Landlord raised concerns about garbage and debris left in the backyard. As these matters were not part of the claims underlying the application, I did not consider them in my final determination.
12. For all the reason above, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 24, 2026
Date Issued

Anthony Bruno
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.