



Order under Section 87 / 88.2 Residential Tenancies Act, 2006

Citation: Wang v Nicholson, 2026 ONLTB 25805

Date: 2026-04-01

File Number: LTB-L-006846-25

In the matter of: 716 BLACK CHERRY ST
WATERLOO ON N2V2P3

Between: Yanmei Wang Landlord

And

Kara Nicholson Former Tenant

Yanmei Wang (the 'Landlord') applied for an order requiring Kara Nicholson (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former 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 March 24, 2026.

Only the Landlord attended the hearing.

As of 9:45 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$4,013.44.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on February 4, 2026 by email which was the agreed to method of communication by the Landlord and the Former Tenant.
5. The Former Tenant vacated the rental unit on July 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent owing

8. The lawful rent was \$2,075.10. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$68.22. This amount is calculated as follows: $\$2,075.10 \times 12$, divided by 365 days.
10. The Former Tenant has paid \$1,537.55 to the Landlord since the application was filed.
11. The tenancy ended on as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to are \$537.55.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. Based on the uncontested evidence before and on a balance of probabilities, I find the Landlord has proved the allegation in the application that the Former Tenant owes the Landlord for rent arrears.

Compensation for unpaid utility costs

14. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
15. The Landlord submitted a copy of the tenancy agreement indicating the Former Tenant was responsible for the all the utilities in the rental unit. The Landlord testified the water and sewer costs have not been paid by the Former Tenant.
16. The Landlord submitted a series of notices sent to her by the City of Waterloo which indicate the unpaid amounts for the water and sewer bills were overdue. The Landlord testified she was informed by the City of Waterloo that non-payment of the balance would be transferred to the property tax account for the rental unit. The Landlord confirmed she paid the full amount owing to the City of Waterloo.
17. The Landlord also submitted a series of emails between herself and the Former Tenant as evidence. In these emails, the Former Tenant was informed of the utility debt and the Former Tenant acknowledged the amount owing and advised the Landlord she would start making payments once she secured employment. The Landlord testified the Former Tenant made one payment of \$500.00.

18. The Landlord incurred reasonable out-of-pocket expenses of \$3,289.89 as a result of the Former Tenant's failure to pay the water costs.
19. With the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegation in the application that the Former Tenant owes the Landlord for unpaid utilities.

Rent Deposit

20. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$537.55, which represents rent and compensation owing up to July 31, 2024.
2. The Former Tenant shall also pay to the Landlord \$3,289.89, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$4,013.44*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Susan Priest
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing to July 31, 2024	\$537.55
Utility Costs	\$3,289.89
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,013.44