



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

File Number: LTB-L-092233-25

In the matter of: 98 MACNEIL CRT
HAGERSVILLE ON N0A1H0

Between: Bismark Addo-Binney Landlord

And

Melissa Holmes Tenant

Bismark Addo-Binney (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Holmes (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

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

Bismark Addo-Binney (the 'Landlord') also applied for an order requiring Melissa Holmes (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 February 12, 2026.

Only the Landlord attended the hearing.

As of 1:10 p.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. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on January 5, 2026. Accordingly, the Landlord's request for termination of tenancy and eviction is moot.

Compensation for Unpaid Utilities

3. The Landlord submitted a copy of the Tenant's lease agreement showing that the Tenant is responsible for utilities. The Landlord testified that if the Tenant fails to pay water charges any outstanding amounts are added to the property owner (Landlord's) property taxes.
4. The Landlord submitted a statement of account in relation to municipal taxes and charges in relation to this property. The Landlord testified that absent any interest charges or penalties for late payment, the total amount of water charges that were transferred to their municipal taxes is \$5,382.20.
5. Based on the uncontested evidence before me, the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
6. The Landlord has incurred reasonable out-of-pocket expenses of \$5,382.20 as a result of the Tenant's failure to pay water costs.

Costs

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 5, 2026.
2. The Tenant shall pay to the Landlord \$5,382.20, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$5,568.20.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

March 31, 2026

Date Issued

Kyle McGraw

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.