



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

File Number: LTB-L-101235-25

In the matter of: E12, 26 BRUCE ST
Vaughan ON L4L0H4

Between: Gebran Sbeit Landlord
Elena Sbeit

And

Ibrahim Tams Tenant
Vera Farrage

Gebran Sbeit and Elena Sbeit (the 'Landlord') applied for an order to terminate the tenancy and evict Ibrahim Tams and Vera Farrage (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.

Gebran Sbeit and Elena Sbeit (the 'Landlord') also applied for an order requiring Ibrahim Tams and Vera Farrage (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 26, 2026.

The Landlord Elena Sbeit and the Landlord's Legal Representative Francisco Gomez Tenant Ibrahim Tams attended the hearing.

Determinations:

1. At the hearing the Landlord's Legal Representative requested that the Application be amended to update the number of utilities sought to include additional charges that had come due since the Application was filed.

2. The Landlord's Request to amend Was served on the Tenant and uploaded to the Board 15 days prior to the hearing in accordance with Rule 15 of the Board's Rules of Procedure.
3. The Tenant testified that utilities were not part of the lease agreement between the parties. He testified that while he did not believe that he owed any utilities, if he owed, he owed.
4. I am satisfied that it is appropriate to amend the Application which was filed in accordance with the Board's Rules of Procedure, and was not disputed by the Tenant, who instead disputed whether he was required to pay any utilities under the lease agreement. I am satisfied that the Tenant had adequate notice of the request to amend, and there is no little prejudice to the Tenant in granting the request.

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5. 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. Therefore, the tenancy shall continue subject to the conditions set out in this order.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On November 17, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant failed to pay water tank rental, electricity and gas utilities and had accrued arrears of \$841.50.
8. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination by paying the outstanding utilities. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord testified that the lease agreement signed by the Tenant indicated that the Tenant is responsible for electricity, heat, and hot water tank rental fees, while the Landlord remains responsible for water costs. The Landlord testified that she has not received any payments from the Tenant towards the electricity or water tank rental since the Tenant moved in despite forwarding these invoices to the Tenant for payment.
10. The Landlord testified that she sent the Tenant a letter on September 2, 2025 indicating that he was required to pay for the utilities, however she received no response and no payment. The Landlord testified that she paid the outstanding utility charges herself, as the Tenant had not done so.
11. In support of her testimony the Landlord relied on a copy of the lease agreement and the unpaid utility bills.
12. The Tenant testified that he did not look over the lease properly, and if the Landlord had intended for the Tenant to pay the utilities they would have informed them at the beginning of the tenancy. He testified that starting in the middle of the lease the Landlord began sending him utility bills to pay; however he was confused by the bills and did not pay them. The Tenant appeared to suggest that he may not have read the lease, however his wife did and believed that it did not require them to pay utility charges.

13. The lease clearly indicates that the Tenant is responsible for utility paying electricity, heat, and hot water tank rental, and is clearly signed by the Tenants. While I am prepared to accept that there was some confusion on the part of the Tenants with respect to their responsibility for utilities, the lease clearly provides that the Tenants are responsible, and the Tenant did not dispute that they failed to pay the utility charges.
14. Therefore, I find that the Tenant has failed to void the N5 Notice of termination by their own testimony they have not paid the outstanding utility charges.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$49.81 is owing to the Tenant for the period from March 31, 2025 to February 26, 2026.

Compensation for Utilities

17. The Tenant failed to pay heat, and electricity costs that they were required to pay under the terms of the tenancy agreement.
18. The Landlord also sought compensation for unpaid Hot Water tank rental charges in the amount of \$673.90. However, I am not satisfied that the Landlord is permitted to seek compensation for unpaid water tank rental charges under section 88.2 of the Act. Section 2 of the Act defines a utility as ““utilities” means heat, electricity and water” this definition does not include water tank rentals, and therefore I am not satisfied that this constitutes a utility under the which can be recovered under Section 88.2
19. Therefore, while I am satisfied that the Landlord has demonstrated that they have incurred reasonable out-of-pocket expenses of \$728.92 as a result of the Tenant's failure to pay heat and electricity costs, I am not satisfied that I have the authority to order the Tenant to pay the Landlord the \$673.90 sought for the water tank rental.

Relief from eviction

20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant testified that his wife was in receipt of disability benefits and he himself survived a workplace accident and is now in receipt of WSIB benefits, he also testified that has made connections within the area. In consideration of the Tenants personal circumstances, and as I am prepared to accept that the non-payment has arisen at least partially from a misunderstanding I am satisfied that it is appropriate to allow the Tenant to maintain the tenancy by paying the outstanding utility costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$728.92 for utility costs on or before April 30, 2026. For the life of the tenancy the Tenant shall pay all electricity and heat costs by the day that they are due.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$914.92.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Reid Jackson
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.