



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

File Number: LTB-L-094866-25

In the matter of: 125 Miller Cres
Palmerston ON N0G2P0

Between: Shannon Marriott Landlord

And

Brian Walter Tenants
Trisha Walter

The Landlord filed the application because the Tenants did not pay utility costs that they were required to pay under the terms of the tenancy agreement while they were living in the rental unit.

This application was heard by videoconference on January 29, 2026.

Only the Landlord attended the hearing.

As of 10:30 a.m., the Tenants were 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 claim for compensation in the application.
2. The Tenants moved into the rental unit on August 4, 2024. The Landlord said that the Tenants were evicted on November 21, 2025, a date after she had filed the application for utility costs.
3. The rental unit is a house. Monthly rent was \$2,800.00, due on the fourth day of each month. The Tenants were responsible for paying their own heat, hydro and water, and the account was in their own names.

4. The Landlord said that she was not sure if the Tenants ever paid any of the utility costs. She said that she became aware of unpaid bills when she was contacted by the Township of Minto on February 12, 2025. After she was contacted about the bills, she said that she spoke to the Tenants, and they said they would pay. Because the Township threatened that they would turn off the water, she said that the Tenants paid \$1,000.00 around August 2025.
5. After the Tenants were evicted in November 2025, the Landlord said that she switched the utilities back into her own name. On November 25, 2025, she said that she received a bill of \$2,393.35 for unpaid utilities, water and sewer. The Landlord submitted into evidence the bill she received on November 25, 2025, that she said she has already paid. In the cover letter, it states that the bill is for the unpaid utilities for the named Tenants.
6. The Landlord is seeking reimbursement for the amount of \$2,393.35 she paid for the Tenants unpaid utility bills.
7. Pursuant to subsection 88.2(4) of the *Residential Tenancies Act, 2006* (the 'Act'), a landlord is entitled to file an application for reimbursement of reasonable out-of-pocket expenses that the Landlord has incurred as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.
8. In this tenancy, the Tenants were required to put the utility account into their own names, and they did. However, they failed to pay at least \$2,005.16 (the amount claimed in the application) of the utility costs they owed. The Landlord received a letter from the Township in November 2025, that states that the account of the named Tenants has been unpaid to the amount of at least \$2,393.35. The Landlord provided documentary evidence that she paid this amount to the Township. She is entitled to reimbursement. However, the Landlord only disclosed to the Tenants an amount of \$2,005.16 owing in her application, and she did not amend her application. Consequently, the Tenants will be ordered to pay the amount disclosed in the application.
9. 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 Tenants terminated as of November 21, 2025, when they were evicted from the rental unit.
2. The Tenants shall pay to the Landlord \$2,005.16 to reimburse her for expenses that the Landlord incurred as a result of the Tenants' failure to pay utility costs.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord is \$2,191.16.

5. If the Tenants do not pay the Landlord the full amount owing on or before April 12, 2026, the Tenants 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

Nancy Morris
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.