



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

**File Number:** LTB-L-077874-25

**In the matter of:** Basement, 1988 GUILD RD  
PICKERING ON L1V1Y1

**Between:** Gopiben Patel Landlord

**And**

KAELIA WILLIAMS Tenant

Gopiben Patel (the 'Landlord') applied for an order to terminate the tenancy and evict KAELIA WILLIAMS (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

Gopiben Patel (the 'Landlord') also applied for an order requiring KAELIA WILLIAMS (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 18, 2025.

The Landlord and the Tenant attended the hearing.

**Determinations:**

Amendment

1. The Landlord sought to amend the application to include utilities amounts that were not claimed in their application. While the Tenant opposed the request, the Board's usual practice does not normally require an amendment where further utilities arrears have been claimed as the Tenant ought to be aware that the Landlord was seeking these amounts in an application where they have already claimed outstanding utilities. While the Landlord did not attempt to amend the application before the hearing, the Tenant was present and prepared to respond to the Landlord's amendments and as there was no prejudice to the Tenant in her ability to respond, I granted the request to amend the application.

L2 Application – Substantial Interference with Reasonable Enjoyment

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, for the reasons that follow, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On August 26, 2025, the Landlord gave the Tenant an N5 notice of. The notice of termination alleges that the Tenant had failed to pay the utilities for the month of August 2025, contrary to the lease agreement.
5. It is undisputed that the tenancy agreement confirms that the Tenant is responsible for paying 30% of the utilities (i.e. heat, electricity and water).
6. The Landlord entered into evidence a copy of the Region of Durham water and sewage bills, Elexicon hydro bills and Enbridge gas bills for the periods of February 2025 through to November 2025 into evidence. The total amount the Tenant was required to pay for this period is \$776.10, which is 30% of the utilities.
7. While the Landlord also sought amounts for late payment of the utilities, I am not satisfied that the Tenant should bear the burden of paying the late penalties for the unpaid utilities. The Landlord has a duty to mitigate its losses pursuant to section 16 of the Act. As a result, these amounts have not been included in the total amount determined owing below.
8. The Landlord and the Tenant agree that between the periods of July 2025 and December 2025, the Tenant has paid a total of \$532.43 towards the utilities.
9. The Tenant submits that she paid the arrears claimed by the Landlord in the unamended application but did not dispute that she has not paid the utilities in full as of the date of the hearing as claimed by the Landlord, nor did the Tenant challenge the Landlord's payment records.
10. As I have allowed the amended application, I find that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement and that the Tenant's failure to pay the utilities has substantially interfered with the Landlord.
11. 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).
12. The Landlord has incurred reasonable out-of-pocket expenses of \$243.67 as a result of the Tenant's failure to pay heat, electricity and water costs.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Unpaid Utilities

14. It is undisputed that the tenancy agreement confirms that the Tenant is responsible for paying 30% of the utilities (i.e. heat, electricity and water).
15. The Landlord entered into evidence a copy of the Region of Durham water and sewage bills, Elexicon hydro bills and Enbridge gas bills for the periods of February 2025 through to November 2025 into evidence. The total amount the Tenant was required to pay for this period is \$776.10, which is 30% of the utilities.
16. While the Landlord also sought amounts for late payment of the utilities, I am not satisfied that the Tenant should bear the burden of paying the late penalties for the unpaid utilities. The Landlord has a duty to mitigate its losses pursuant to section 16 of the Act. As a result, these amounts have not been included in the total amount determined owing below.
17. The Landlord and the Tenant agree that between the periods of July 2025 and December 2025, the Tenant has paid a total of \$532.43 towards the utilities.
18. The Tenant submits that she paid the arrears claimed by the Landlord in the unamended application but did not dispute that she has not paid the utilities in full as of the date of the hearing as claimed by the Landlord, nor did the Tenant challenge the Landlord's payment records.
19. As I have allowed the amended application, I find that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
20. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$243.67 as a result of the Tenant's failure to pay heat, electricity and water costs.

### Section 83 – Relief from Eviction

21. 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.
22. While I am satisfied that the Tenant's failure to pay the utilities constitutes substantial interference with the Landlord's reasonable enjoyment of the rental unit, the utilities arrears are low and I find that it would not be unfair to grant the Tenant an opportunity to preserve their tenancy by paying the amounts owing.

### **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 \$243.67 which represents the outstanding heat, electricity, water and sewage charges on or before April 30, 2026.

3. For a 12-month period commencing May 1, 2026, the Tenant shall pay to the Landlord 30% of the utilities for the heat, electricity, water and sewage bills within 7 days of being provided with a copy of the receipt for the outstanding utility.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2-3 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. 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**

---

Christopher Lin  
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.