



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

File Number: LTB-L-097925-25

In the matter of: 16, 1455 BRISTOL RD W
MISSISSAUGA ON L5V1W5

Between: Bristol Road Labourers' Local 183 Non-Profit
Homes Inc. Landlord

And

Faduma Hassan Tenant

Bristol Road Labourers' Local 183 Non-Profit Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Faduma Hassan (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.

The Landlord also applied for an order requiring 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 24, 2026.

Only the Landlord's representative, Leo Corsetti, attended the hearing.

As of 9:31 a.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. 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. However, the tenancy shall continue should the Tenant meet the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On October 20, 2025, the Landlord gave the Tenant an N5 notice of termination, with the termination date of November 10, 2025. The notice of termination contains the following allegations: the Tenant has failed to comply with their obligation in the lease agreement, specifically, by failing to pay their water bills, which has substantially interfered with the Landlord's reasonable enjoyment of the rental unit.
4. The Landlord's representative submitted that the Tenant is responsible for paying the water bill and provided a copy of the lease agreement into evidence to support their claim. The lease agreement states that the Tenant is responsible for paying the water bill. Furthermore, the Landlord representative adduced evidence at the hearing that supports the Tenant owes \$1,076.19 for outstanding water bills and invoices were submitted into evidence, which support the Landlord's position. I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit by failing to pay the water bill – a responsibility of theirs under the terms of the lease agreement. As a result of the Tenant's failure to pay outstanding water bills, the Landlord has incurred out of pocket expenses amounting to \$1,076.19 and the Tenant shall reimburse the Landlord this amount.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord's representative submitted that the Tenant has failed to pay the outstanding water bill after the N5 notice was given to the Tenant and that the outstanding water bill remains unpaid. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

6. Based on the monthly rent, the daily compensation is \$7.92. This amount is calculated as follows: \$241.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$320.11 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$4.40 is owing to the Tenant for the period from July 1, 2025 to February 24, 2026.

Relief from eviction

9. 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 Landlord's representative submitted that the Tenant is currently not in rent arrears and had paid all outstanding rent up to March 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. By May 31, 2026, the Tenant shall pay to the Landlord \$1,076.19, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
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 \$1,262.19.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.