



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Manavalan v Mgbokwere, 2026 ONLTB 27975

Date: 2026-04-07

File Number: LTB-L-089564-25

In the matter of: UPPER UNIT, 51 ALEXANDRA DR
WELLAND ON L3B0G4

Between: Thomas Francis Manavalan Landlord

And

Queen Mgbokwere Tenants
Collins Mgbokwere

Thomas Francis Manavalan (the 'Landlord') applied for an order to terminate the tenancy and evict Queen Mgbokwere and Collins Mgbokwere (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

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

Thomas Francis Manavalan (the 'Landlord') also applied for an order requiring Queen Mgbokwere and Collins Mgbokwere (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 6, 2026.

The Landlord, the Landlord's Support Person Sangheeta Cherian, and the Landlord's Legal Representative, Ali Bukhari and the Tenant, Queen Mgbokwere (QM), attended the hearing. The Tenants QM requested to speak to Tenants Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

Determinations:

Tenants cannot rely on disclosure that they may possess as they did not provide timely disclosure to Landlord

1. At the hearing the Tenants, wished to raise issues pursuant to disclosure that she had not served the Landlord or uploaded to the Tribunals Ontario Portal ('TOP') in advance of the hearing.
2. Even if the Tenants can upload materials to TOP during the proceeding does not mean documents have been provided to another party unless there is an agreement in place and, here, there was no such agreement.
3. Rule 19.1 of the LTB's Rules provides that all materials on which a party intends to rely at a hearing must be provided to the other party and the LTB 7 days in advance of the hearing. Rule 19.7 provides, in part, that a party who fails to comply with Rule 19 may not rely on evidence that was not properly disclosed unless ordered otherwise.
4. Absent a satisfactory explanation as to why the Tenants could not have done so, the Tenants are not able to raise issues contained in or rely on the documentary disclosure that she has in her possession or that she could upload to TOP.
5. The Board's records show the Notice of Hearing – which advises parties of their disclosure obligations -was mailed to the Tenants on November 25, 2025. Approximately 1.5 months prior to hearing.
6. In the above circumstances I am not satisfied the Tenants could not have complied with the Rules. The Tenants had a period of at least 1.5 months to complete and provide her materials to the Landlord and LTB. The disclosure was ultimately not completed nor uploaded to TOP not pursuant to the Rules of the Board.
7. As a result, the Tenants were not permitted to raise any issues and or rely on their disclosure that she alleged she had in her possession as of the date of this proceeding. The Tenants remains free to seek legal advice and/or pursue any timely issues that may form the subject of a Tenants' application under the Act.

L2 Determination

8. As explained below, the Landlord, has proven on a balance of probabilities the grounds for termination of the tenancy application, however I find that is appropriate in all of the circumstances to grant relief from eviction to the Tenants under s.83(1) of the Act. Therefore, the tenancy between the Landlord and the Tenants will continue subject to the conditions outlined below.
9. The Tenants were in possession of the rental unit on the date the application was filed.
10. On September 18, 2025, the Landlord gave the Tenants an N5 notice of termination, with a termination date of October 20, 2025, which was deemed served on September 23, 2025. The notice of termination contains the following allegations, that the Tenants failed to pay the Hydro one, Enbridge gas, and the City of Welland water utilities, pursuant to their tenancy agreement (70% of all utilities of rental complex), and this behaviour has substantially interfered with the Landlord's reasonable enjoyment of the rental unit.

11. At the hearing, the Landlord, confirmed the Landlord was seeking an amendment to the L2 Application to amend the sum of the utility arrears to \$5,917.00, from \$5,318.29, simply due to the passage of time and further billing by the utility providers as of the date of this proceeding.
12. An application can be amended during a hearing where the Board is satisfied the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding. In this circumstance, I find that it is appropriate to amend the application to reflect the correct sum of utility arrears the Landlord are seeking in this application.
13. As per the submissions of the Landlord the Tenants did not void the N5 notice of termination in accordance with s64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
14. I am satisfied based upon the submissions of the Landlord that the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord by absconding from paying the water, gas and hydro utility bills contained in the N5 notice pursuant to the tenancy agreement between the parties on a balance of probabilities.
15. The Landlord submitted that he was also seeking reasonable out-of-pocket expenses that are the result of the Tenants failure to pay water, gas and hydro bills the Tenants were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Tenant QM advised the Tenants' intention is to pay all that is owed to the Landlord for the water, gas and hydro utility arrears in a monthly amount of \$305.00 until the abovementioned utility arrears are paid in full while continuing to pay the ongoing utility bills, as the Tenants QM is on maternity leave and currently and resides with her 4 children, and the reason for the utility arrears were due to personal and financial circumstances with her and the needs of the children that reside in the rental unit. The Tenant QM acknowledged she owed utilities as per the tenancy agreement, but just requires time to pay the same to the Landlord.
18. The Landlord has incurred reasonable out-of-pocket expenses of \$5,917.00 because of the Tenants' failure to pay the water, gas and hydro bills. The Landlord submitted water charges from the City of Welland, Hydro One, and Enbridge Gas in the aforementioned amount, and these bills were all uploaded to the Ontario Tribunals Portal, and all but two were included in the N5 notice and Application. Copies of the bills for these charges were provided at the hearing, and a tenancy agreement submitted indicating that these charges were the responsibility of the Tenants (70% of the utilities, which is the abovementioned amount), and the Tenants were served with the new charges with the disclosure served upon the Tenants by the Landlords.
19. The Landlord has proven that the Tenants failed to pay water, gas and hydro costs that they were required to pay under the terms of the tenancy agreement. Therefore, I am

satisfied that the Landlord has incurred \$5,917.00 in out-of-pocket expenses. Hence, the Landlord request for compensation for the Tenants' failure to pay utility costs pursuant to s.88.2 of the Act is granted.

20. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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
21. The Act is remedial legislation and the courts have determined that evicting a Tenants is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

22. This order, with specific conditions that are required for the Tenants to comply with to continue their tenancy.
23. The Tenants must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
24. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
25. This order contains all of the reasons for the decision within it and no further reasons will be issued

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the condition set out below.
2. The Tenants shall pay the Landlord the total amount of \$6,103.00 (\$5,917.00 which represents the costs incurred by the Landlord for unpaid utilities as of the date of this proceeding and \$186.00 for costs of filing the application).
3. The Tenants shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 1. \$305.00 (arrears and costs) on or before the 28th day of each month for 20 consecutive months commencing April 28th, 2026, to November 28th, 2027.
 2. \$3.00 (outstanding balance) on or before December 28, 2027.
4. If the Tenants fail to comply with the condition set out in paragraph 2 and 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 Tenants. 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 Tenants.

April 7, 2026
Date Issued

Panagiotis P. Roupas
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.