



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Manzarpour v Agot, 2026 ONLTB 28737

Date: 2026-04-10

File Number: LTB-L-000260-26

In the matter of: 103 WEST AVE N
HAMILTON ON L8L5C4

Between: Svetlana Manzarpour Landlords
Sia Manzarpour

And

David Agot Tenants
Alma Agot

Svetlana Manzarpour and Sia Manzarpour (the 'Landlords') applied for an order to terminate the tenancy and evict and Alma Agot (the 'Tenants') because the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' 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 March 5, 2026.

Only the Landlords' agent, Robert Hansen, and the Landlords' representative, Elizaveta Povargo, attended the hearing.

As of 11:29 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 Landlords' evidence.

Determinations:Preliminary Issue*Application is amended*

1. At the outset, the Landlords' representative requested that the application be amended to increase the amount claimed for unpaid utilities from \$1,777.23 to \$1,926.93. She confirmed that she had emailed the amended application to the Tenants on February 12, 2026. Despite the Tenants' failure to attend the hearing, I was satisfied that they were aware that the Landlords were seeking to amend the application to claim increased utilities. As such, I exercised my discretion to amend the application to increase the amount claimed for unpaid utilities from \$1,777.23 to \$1,926.93.

The Application

2. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlords and the Tenants is terminated. The Tenants shall pay the Landlords \$2,112.93.
3. The Tenants were in possession of the rental unit on the date the application was filed.

Substantial Interference

4. On December 18, 2025, the Landlords gave the Tenants an N5 notice of termination, deemed served on December 23, 2025, alleging that the Tenants had substantially interfered with the Landlords' lawful rights, privileges, or interests, by failing to pay water bills for the rental unit.
5. The Landlords agent, Robert Hansen, is the Landlord's property manager. He produced a copy of the tenancy agreement [Doc 7364309, page 4-11] which confirms that the Tenants were responsible for paying hydro, gas and water charges for the unit. Since the City of Hamilton does not permit water bills to be changed to a tenant, the water account remained in the name of the Landlord. A copy of each water was sent to the Tenants upon receipt and the charges were added to the Tenants' rent ledger.
6. The Landlord produced copies of the following water bills which the Tenants have not paid [Doc, 7364309, pages 23-47]:

<u>DATE OF WATER BILL</u>	<u>AMOUNT</u>
January 8, 2025	\$161.13
February 7, 2025	\$134.47
March 7, 2025	\$159.91
April 7, 2025	\$123.95
May 7, 2025	\$137.77
June 6, 2025	\$125.05
July 8, 2025	\$144.68
August 8, 2025	\$155.20

<u>DATE OF WATER BILL</u>	<u>AMOUNT</u>
September 8, 2025	\$129.76
October 7, 2025	\$187.38
November 7, 2025	\$162.42
December 5, 2025	\$155.51
January 8, 2026	\$149.70
Total:	<u>\$1,926.93</u>

7. The Tenants have not responded to any of the Landlords requests that they pay the water bills [Doc 7364309, page 50-65] and to date, have not reimbursed the Landlords for the water charges.
8. Based on the uncontested evidence, I am satisfied that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement and that the Landlords have incurred reasonable out-of-pocket expenses of \$1,926.93 as a result of the Tenants' failure to pay water costs.
9. I am satisfied that the Tenants did not correct the omission within seven days after receiving the N5 notice of termination by reimbursing the Landlord for the water charges they were responsible for paying. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. I find that the Tenants refusal to pay the water bills has substantially interfered with the Landlords' lawful rights, privileges, or interests.

Daily compensation and rent deposit

11. The Tenants were required to pay the Landlords \$3,266.04 in daily compensation for use and occupation of the rental unit for the period from January 14, 2026 to March 5, 2026.
12. Based on the monthly rent, the daily compensation is \$64.04. This amount is calculated as follows: \$1,948.01 x 12, divided by 365 days.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$1,948.01 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$44.61 is owing to the Tenants for the period from February 1, 2025 to March 5, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from eviction

16. 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 be unfair to grant relief

from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to provide evidence of their circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 21, 2026.
2. If the unit is not vacated on or before April 21, 2026, then starting April 22, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after April 22, 2026.
4. The Tenants shall pay to the Landlords \$3,266.04, less any amount paid for rent after January 14, 2026, which represents compensation for the use of the unit from January 14, 2026 to March 5, 2026.
5. The Tenants shall also pay the Landlords compensation of \$64.04 per day for the use of the unit starting March 6, 2026 until the date the Tenants moves out of the unit.
6. The Tenants shall pay to the Landlords \$1,926.93, which represents the reasonable out-of-pocket expenses the Landlords has incurred or will incur as a result of the unpaid utility costs.
7. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
8. The Landlords owes \$1,992.62 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
9. If the Tenants do not pay the Landlords the full amount owing on or before April 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 10, 2026

Date Issued

Karen Gonçalves

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenants expires on October 22, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.