



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Pasupathipillai v Warming, 2026 ONLTB 28757

Date: 2026-04-08

File Number: LTB-L-102662-25

In the matter of: 1, 539 CLAYTON AVE
PETERBOROUGH ON K9K0H7

Between: Sivaraj Pasupathipillai Landlord

And

The Estate of Joey Wayne Warming Tenants
Alicia Francas Sorg

Sivaraj Pasupathipillai (the 'Landlord') applied for an order to terminate the tenancy and evict The Estate of Joey Wayne Warming and Alicia Francas Sorg (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 applied for an order requiring 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 March 5, 2026.

Only the Landlord and the Landlord's representative, Vitali Luchko, attended the hearing.

As of 11:54 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:

Preliminary Issue

Application is amended

1. The Landlord's representative requested that the application be amended to increase the amount claimed for unpaid utilities to \$1,309.48. He produced a copy of an email sent from

his office to the Tenants on February 25, 2026 [Doc 7505185] which provides an updated calculation and states that the updated total for utility arrears is \$1,309.48. I was satisfied that the Tenants were aware that the updated total the Landlord was seeking for unpaid utilities was \$1,309.48 and exercised my discretion to amend the application to claim \$1,309.48 for unpaid utilities.

The Application

2. 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. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants shall pay the Landlord \$1,313.32.
3. The Tenants were in possession of the rental unit on the date the application was filed.

Substantial Interference

4. On November 20, 2025, the Landlord gave the Tenants an N5 notice of termination alleging that the Tenants had substantially interfered with the Landlord's lawful rights, privileges or interests by failing to pay their 70% share of utility bills for electricity, water and heat.
5. The Landlord produced a copy of the tenancy agreement [Doc 7450245, pages 3-18] which confirms that the Tenants agreed to pay 70% of electricity, heat (i.e. gas) and water costs for the unit. The utility bills were in the Landlords' name. Upon receipt of each bill, he emailed them to the Tenants and requested reimbursement of their 70% share. The Tenants did not respond to any of his emails and have refused to reimburse the Landlord for their share of the utility bills.
6. Based on the Landlord's uncontested evidence, I am satisfied that the Tenants did not correct the omission within seven days after receiving the N5 notice of termination by paying the Landlord their share of the utility bills. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. I find that the Tenants failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement and that this substantially interfered with the Landlord's lawful rights, privileges or interests.

Compensation for unpaid utilities

8. The Landlord produced copies of the following utility bills which the Tenant has refused to pay [Doc 7450245, pages 25-52]:

<u>UTILITY</u>	<u>DUE DATE</u>	<u>AMOUNT</u>	<u>TENANT'S SHARE</u>
Water	October 4, 2025	\$268.18	\$187.73
Hydro	October 16, 2025	\$109.21	\$76.45
Gas	October 15, 2025	\$69.81	\$48.87
Hydro	November 17, 2025	\$102.98	\$72.09
Gas	November 17, 2025	\$26.76	\$18.73

<u>UTILITY</u>	<u>DUE DATE</u>	<u>AMOUNT</u>	<u>TENANT'S SHARE</u>
Water	December 5, 2025	\$207.99	\$145.59
Hydro	December 16, 2025	\$92.42	\$64.69
Gas	December 15, 2025	\$119.33	\$83.53
Water	February 4, 2026	\$187.61	\$131.33
Hydro	January 13, 2026	\$85.79	\$60.05
Gas	January 13, 2026	\$98.91	\$69.24
Hydro	February 15, 2026	\$103.59	\$72.51
Gas	February 17, 2026	\$137.87	\$96.51
Total:			<u>\$1,127.32</u>

9. Based on the Landlord's uncontested evidence, I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$1,127.32 as a result of the Tenants' failure to pay heat, electricity and water costs.

Daily compensation and rent deposit

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,950.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$67.89 is owing to the Tenants for the period from January 30, 2025 to March 5, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.

Relief from eviction

13. 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 Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 19, 2026.
2. If the unit is not vacated on or before April 19, 2026, then starting April 20, 2026, the Landlord 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 Landlord on or after April 20, 2026.

4. The Tenants shall pay to the Landlord \$1,127.32, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$3,017.89 which is the amount of the rent deposit and interest on the rent deposit.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,704.57.
8. If the Landlord does not pay the Tenants the full amount owing on or before April 19, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 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 20, 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.