



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

File Number: LTB-L-098310-25

In the matter of: Lot 134, 21469 HIGHWAY 48
MOUNT ALBERT ON L0G1M0

Between: Vlahos Trailer Park Landlord

And

Robert Schroeder Tenant

Vlahos Trailer Park (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Schroeder (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 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. The Landlord's Agent, J. Vlahos and the Landlord's Legal Representative, D. Wood, attended the hearing.

As of 9:59 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. At the request of the Landlord, the Tenant will be ordered to pay the outstanding amount for utilities and property taxes on or before May 31, 2026.
2. The Tenant is in possession of the rental unit.
3. On August 26, 2025, the Landlord gave the Tenant a first, voidable Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of September 19, 2025. Therefore, the Landlord was allowed to give the Tenant a second,

non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On October 15, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of November 10, 2025. The notice of termination contains the following allegations: on January 23, 2024, September 23, 2024, January 23, 2025, and September 23, 2025, the Tenant failed to pay \$425.40 for hydro, and on September 23, 2025, they failed to pay the property tax bill of \$681.12.
5. The Landlord testified that the Tenant paid the outstanding \$425.40 hydro bill but since the notice was served, \$437.98 has been accrued by the Tenant for the period ending December 2025.
6. The Landlord has incurred reasonable out-of-pocket expenses of \$437.98 as a result of the Tenant's failure to pay the utility costs. The tenancy agreement indicates that the Tenant is responsible for the payment of the bills.
7. Therefore, I am satisfied that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord.
8. The Tenant also failed to pay the property tax of \$681.12 that they were required to pay under the terms of the tenancy agreement.
9. The Landlord requested a conditional order for the Tenant to pay the full outstanding amount which totals \$1,119.10.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a one-year period commencing immediately, the Tenant shall pay the utility and property taxes as they come due.
3. On or before May 31, 2026, the Tenant shall pay to the Landlord \$437.98 (**less any payments made after the hearing but prior to the issuance of this order**), which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. On or before May 31, 2026, the Tenant shall pay a total amount of \$623.98 to the Landlord.
6. On or before June 30, 2026, the Tenant shall pay the utility costs accrued after February 24, 2026, the date of the hearing.

7. If the Tenant fails to comply with the conditions set out in paragraph 2, 3, 4, 5 and 6 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.
8. The Tenant shall also pay the property tax bill of \$681.12.
9. 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 7, 2026
Date Issued

Jitewa Edu
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.