



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

File Number: LTB-L-084120-24

In the matter of: 172 EAST 34TH ST
HAMILTON ON L8V3W6

Between: Meni Vasilevski Landlords
Tase Vasilevski
Helen Vasilevski

And

Jennifer Poole Tenants
Maya Haynes-Poole
Sabbatha Solimka
Rae Solimka

Meni Vasilevski, Tase Vasilevski and Helen Vasilevski (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Poole, Maya Haynes-Poole, Sabbatha Solimka and Rae Solimka (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 Landlords or another tenant

Meni Vasilevski, Tase Vasilevski and Helen Vasilevski (the 'Landlords') also applied for an order requiring Jennifer Poole, Maya Haynes-Poole, Sabbatha Solimka and Rae Solimka (the 'Tenants') 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 April 7, 2026.

The Landlord, Helen Vasilevski attended the hearing and appeared on behalf of the other two Landlords.

As of 9:30 am, 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:

1. At the hearing, the Landlord, Helen Vasilevski stated the Tenants were no longer in possession of the rental unit having vacated on December 2, 2024.
2. As the tenancy has already terminated, the Landlord's application seeking termination of the tenancy is moot and will therefore not be considered.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Landlords application is requesting unpaid utilities in the amount of \$1,951.33.
5. The application proceeding on a monetary claim only.
6. As explained below, the Landlord has proven on a balance of probabilities a portion of the claim for compensation in the application.

Landlord's Uncontested Evidence

7. The Landlord, Helen Vasilevski testified the Tenants were responsible for paying utilities and provided a copy of the Ontario Residential Tenancy Agreement (Standard Form Lease). In section 5 of the lease, it states the lawful monthly rent is \$1,000.00 and all utilities to be paid by Tenant directly. Section 6 of the lease indicates that the following services are not included in the lawful rent for the rental unit being gas and air conditioning. DOC-4350566.
8. She testified the Tenants were to pay the utilities directly to the utility companies.
9. The Tenants did not pay the water bill in full for the period of October 1, 2020, to October 1, 2024. The amount charged for this period was \$2,829.87, and the Tenants paid \$2,189.92, which left an outstanding balance of \$639.95.
10. She testified after the Tenants did not pay the outstanding amount, Alectra notified the City of Hamilton, and the Tenants were given time to pay the outstanding balance. As a result of the Tenants not paying the water bill, this amount was added to the Landlord's municipal tax bill.
11. The Landlord testified the Landlords have paid the outstanding amount.
12. At the hearing the Landlord provided copies of the City of Hamilton, statement of account.
13. The Landlord testified the Tenants were responsible for paying the hot water tank rental in the amount of \$334.37 for the period of November 1, 2023, to October 1, 2024.
14. She testified the Tenants did not pay this amount and provided copies of the Reliance invoices at the hearing.

15. She testified the Landlords have paid this amount to Reliance.
16. She testified the Tenants were responsible to pay Air Kool, the amount of \$ \$1,177.01 and only paid the amount of \$200.00, and the outstanding balance is \$977.01. She testified the Landlords have paid this outstanding balance.
17. She testified this was a one-time fee that was paid to Air Kool, this company would come to the rental unit to clean the furnace and provide replacement furnace filters regularly. She testified the Tenants agreed to pay this as they had large dogs and cats.

Analysis

18. The Board gained the jurisdiction to order a tenant to pay unpaid utilities effective September 1, 2021, when section 88.2 of the Act came into force:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

- a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and
- b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 20.

Application under subs. (1)

- (2) An application under subsection (1) may be made,

- a) while the tenant is in possession of the rental unit; or
- b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit. 2020, c. 16, Sched. 4, s. 20.

Same

- (3) If the Board makes an order requiring payment under subsection (1) and for the termination of the tenancy, the Board shall set off against the amount required to be paid by the tenant the amount of any rent deposit or interest on a rent deposit that would be owing to the tenant on termination. 2020, c. 16, Sched. 4, s. 20.

Compensation for failure to pay utility costs

- (4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement. 2020, c. 16, Sched. 4, s. 20.

19. I find the tenancy agreement requires the Tenants to pay for the water bill and the Tenants failed to pay the water bill in the amount of \$639.95.
20. While Section 6 of the lease does not specifically state in the line provided other, that water was not included, I find that Section 5 of the lease states all utilities to be paid by the Tenants directly, which would include the water bill. I accept the uncontested testimony and evidence of the Landlords that the Tenants were responsible for the water bill.
21. Section 2(1) of the Act states in part that utilities mean, heat, electricity and water.
22. I will not be awarding the amount for the hot water tank rental as this is not a utility as defined in section 2(1) of the Act. While the definition of utility includes water, the hot water tank is not water, and it is a mechanical device used to heat the water.
23. I will also not be awarding the amount for the cleaning of the furnace and changing the furnace filters as this is also not considered a utility on section 2(1) of the Act.
24. The Tenants have failed to pay the water bill that they were required to pay under the terms of the tenancy agreement.
25. The Landlord has incurred reasonable out of pocket expenses of \$639.95 because of the Tenants failure to pay the water bill utility.

It is ordered that:

1. The Landlord's application for termination of tenancy is dismissed.
2. The Tenants shall pay the Landlords \$639.95, which represents the reasonable out of pocket expenses the Landlords have incurred because of the unpaid utility cost.
3. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Tenants owes the Landlords is \$825.95.
5. If the Tenants do not pay the Landlords the full amount owing on or before April 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 25, 2026, at 4.00% annually on the balance outstanding.

April 10, 2026
Date Issued

Trish Carson
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.