



AMENDED ORDER
Order under Section 69 / 88.2
Residential Tenancies Act, 2006

File Number: LTB-L-035122-25-AM

In the matter of: 308, 101 SHOREVIEW PL
STONE CREEK ON L8E0K2

Between: Paul Hargot Landlord

And

Kim Elizabeth Tenant

This amended order is issued to correct a clerical error in the original order.

Paul Hargot (the 'Landlord') applied for an order to terminate the tenancy and evict Kim Elizabeth (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

Paul Hargot (the 'Landlord') also applied for an order requiring Kim Elizabeth (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 20, 2026.

The Landlord and the Landlord's representative, Elena Grigorieva and the Tenant and the Tenant's representative, Kent Wakely, and the Tenant's support person, Maria Di Danieli, attended the hearing.

After the hearing the Tenant filed unsolicited post hearing submissions. As post hearing submissions were not invited, they will not be considered. It would be procedurally unfair to the Landlord to consider uninvited post hearing submissions that the Landlord has no opportunity to challenge or even be aware of.

Preliminary issue:

1. The Tenant's representative requested an adjournment because the Tenant has filed against the Landlord at Ontario Human Rights Tribunal ('HRTTO'). The Tenant's representative argues that the matter before the HRTTO must be dealt with before any hearing could be held.
2. The Landlord's representative argues that the LTB has exclusive jurisdiction over this matter, and the findings would not be in conflict with decisions made by the OHRTTO.
3. Under section 174 of the Act give the Board exclusive jurisdiction over the subject matter of the application before the Board and has a statutory obligation to conduct a hearing or hearings in relation to the applications.
4. I do not accept that the mere fact that the Tenant has commenced litigation against the Landlord at the Human Rights Tribunal prevents the Board from conducting a hearing in this matter. It would be unreasonable to conclude that someone can deprive the Board of the ability to perform its statutory mandate and can frustrate the statutory residential tenancy dispute resolution process simply by starting litigation against the Landlord in a different Tribunal.
5. I also find that while there may be some overlapping evidence between issues the Tenant wishes to raise with their HRTTO matter, the scope of what will be relevant in this application and what they wish to raise in their matter at the HRTTO are quite different. It does not appear there would be a risk of inconsistent outcomes if these matters are heard separately. Accordingly, the adjournment request was denied, and the hearing proceeded on the merits of the application.
6. The Tenant's representative also argued that part of the claim for utilities dating back to 2021 should be denied and he cited the subsection 21(1) of the *Limitations Act, 2002* in support of his position.
7. Based on language found in the Limitations Act, 2002 I am not satisfied that this legislation applies to proceedings at the Board. Subsection 2(1) of the Limitations Act, 2002, is the "application" section and it states: "This Act applies to claims pursued in court proceedings other than." and is followed by a list of proceedings commenced under different pieces of legislation. However, the term "court proceedings" appears to exclude from that statute's application proceedings before tribunals like the Board. In addition, the Act does not refer to the Limitations Act, 2002. As such, I am of the view that the Limitations Act, 2002 does not apply to the case at bar.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord filed this L2 application pursuant to an N5 notice of termination given under section 64 of the *Residential Tenancies Act, 2006* (the "Act"), claiming that the

Tenant has failed to pay utility bills as required by the tenancy agreement. The N5 notice was deemed served on March 31, 2025, with a termination date of April 21, 2025.

4. The Tenant did not pay the charges in the amount of \$3,875.91 on the N5 notice within the voiding period of April 1, 2025, to April 7, 2025. Therefore, I find that the Tenant did not void the N5 notice.
5. The Landlord presented a copy of a lease agreement for the rental unit, signed by the Tenant on July 22, 2020. Page 6 of the agreement indicates that the Tenant is responsible for water and electricity.
6. The Landlord submitted that the Tenant has made no payment towards the charges since the application was filed. The total amount of charges claimed by the Landlord on the application is \$3,875.91. However, the Tenant has accrued new water charges since the application was filed. The Landlord requested an order requiring the Tenant to pay the new charges.
7. The Landlord provided bills from Carma/priority submetering solutions. A statement showing the charges and payments paid by the Landlord was submitted into evidence.
8. The Landlord submitted that the Tenant is aware of the balance outstanding as the water and electricity bills are sent to the Tenant directly.
9. As such, I find it reasonable to amend the application to include the new charge of \$1,143.16. In my view, it is unreasonable to require a landlord to file a new application each time a bill materializes.
10. The Tenant disputed that they owe the utilities. The Tenant testified that she rented out her parking spot for \$100.00 a month to her neighbour Jessica and Jessica paid directly to the Landlord until March 2021. The Tenant submits that, the Landlord was to offset the parking cost to pay for the utilities the Tenant owed but did not do so. The Tenant provided the cost of the costs of utilities amounted to approximately \$100.00.
11. After March 2021, the Tenant argued that the Landlord limited her ability to rent out her parking spot in order to pay for utilities. Therefore, she took the parking spot back and had Jessica pay directly to her. The Landlord then started to post notices to remove Jessica's car, and Jessica ultimately gave the spot back to the Tenant.
12. The Landlord's position is that the parking spot was provided to the tenant free of charge at the start of the tenancy. He also maintains that there was no agreement to sub-lease the parking spot in exchange for the utilities to be paid by the Landlord.
13. Based on the evidence before me, I find that the parking spot was provided free of charge to the Tenant at the start of the tenancy. I do not find that the agreement to allow the Tenant to rent out her parking spot in exchange for the funds to be applied to the utilities is relevant to my determination whether the Tenant owes the utilities being claimed by the Landlord. I say this for the following reason, the Tenant stopped paying for the utilities starting in May 2021. I find that the as of March 2021, the Tenant was in control of renting out her parking spot and the in-return Jessica paid directly to her for the spot, so the Tenant had the option of paying off the utilities from the funds available to her.

14. As such, I find that the Tenant is responsible for unpaid water and electricity charges in the amount of \$5,019.07 and that the Tenant's non-payment has substantially interfered with the Landlord's lawful right to have the utilities paid by the Tenants under the tenancy agreement. As a result of the Tenant's failure to pay the water/electricity costs, the Landlord has had to bear the financial burden of paying the water bills to ensure that the unit continues to have water.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Tenant testified that she lives alone in her unit since 2020. The Tenant suffers from a severe brain injury due to an accident. She proposed a plan to pay the utilities over 100 months. They stated that she has a household income of \$2,208.00 and monthly expenses of \$2,555.00, which includes rent. Given her monthly income claim exactly equals her rent obligation, I find the Tenant either has not been forthcoming with income or this tenancy is not viable.
17. The Landlords objected to the Tenants' proposal of 100 months. The Landlord is seeking eviction with no conditions. The Landlords indicated that the Tenants' failure to pay utilities has been a financial strain on them.
18. I am of the view that relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. The Tenants have lived in the rental unit for 6 years. They have medical issues that require them to be nearby to the facilities near the rental unit for easy access. The Tenant owes \$5,019.07 in unpaid utilities.
19. I have considered the submissions of both the Landlord and the Tenant and find that it would not be unfair to deny eviction subject to a conditional order. The only conduct alleged in the N5 Notice was unpaid utilities. Section 88.2(4) of the Act suggests that eviction is not an appropriate remedy for a tenant who has not paid utilities. I am of the view that unpaid utilities at the amount in this case do not rise to the level requiring eviction and I find a conditional order appropriate, to give the Tenant the opportunity to pay the outstanding amounts.
20. I find a 6-month payment plan provides the Tenants an opportunity to preserve the tenancy while minimizing any further prejudice to the Landlord.
21. 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 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.

It is ordered that:

1. The Tenant shall pay the utility charges in accordance with the terms of their tenancy agreement for a period of one year from the date of this order.
2. The Tenant shall pay \$5,019.07, which represents the reasonable out-of pocket expenses the Landlord has incurred as a result of the unpaid utility costs.

3. The Tenant shall pay the amount in paragraph 6 in installments of \$836.00 on or before the 15th day of the month for the 5-month period commencing April 15, 2026, to August 15, 2026.
4. The remaining balance of \$839.07 shall be paid on or before September 15, 2026.
5. If the Tenant breach the provisions contained in paragraph 1, 2, 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006, without notice to the Tenants, for an order terminating the tenancy and evicting the Tenant. The Landlord must make any such application no later than thirty days after any such breach of the provisions contained in paragraph 1, 2, 3 and 4 of this order.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

April 13, 2026
Date Amended

Vinuri Sivalingam
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.