



**Order under Subsection 87(1)
Residential Tenancies Act, 2006**

File Number: LTB-L-095995-25

In the matter of: Basement, 560 SOUTH CANAL BANK
KING ON L7B0K6

Between: BABAR WASEEM Landlord
SADIA WASEEM

And

BERLYNN GEORGIA WALLS Tenant
TREY-MALIK MAHABIR-GREAVES

BABAR WASEEM and Sadia Waseem (the 'Landlord') applied for an order requiring BERLYNN GEORGIA WALLS and TREY-MALIK MAHABIR-GREAVES (the 'Tenant') to pay the rent that the Tenant owes.

BABAR WASEEM and SADIA WASEEM (the 'Landlord') also applied for an order requiring BERLYNN GEORGIA WALLS and TREY-MALIK MAHABIR-GREAVES (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.

Only the Landlord's Legal Representative, Manpreet Kaur Grewal, attended the hearing.

As of 2:15 p.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:

L9 Application:

1. The Tenant vacated the rental unit on December 20, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The lawful rent is \$1,500.00. It is due on the 20th day of each month.
3. The Tenant has not made any payments since the application was filed.
4. The total arrears owing to December 20, 2025 are \$6,000.00

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application: Utilities Owing

6. The Landlord sought reimbursement of utilities owing from March 19, 2025 to October 19, 2025. The Landlord's Legal Representative testified that the Tenant was responsible for 30% of the hydro one bills. The Landlord submitted text messages as evidence that they had indicated to the Tenant that they were responsible for 30% of the electricity bill, and the Tenant did not deny in the messages that they were partially responsible for the hydro. The Landlord's Legal Representative further testified that the Tenant was provided a copy of the hydro one bill monthly, and these bills were submitted as evidence. The total owing for electricity calculated from March 19, 2025 to October 25, 2025 is \$896.24.
7. I find that the Landlord has established on a balance of probabilities that the Tenant is responsible for utility costs under the tenancy, and the Tenant failed to pay \$896.24.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,082.24. This amount includes rent arrears owing up to December 20, 2025, utilities owing until October 25, 2025, and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.

April 22, 2026
Date Issued

Allana McComb
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.