



Order under Section 79 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Naumovski v Connors, 2026 ONLTB 32012

Date: 2026-04-22

File Number: LTB-L-105455-25

In the matter of: 1802, 430 SQUARE ONE DR
MISSISSAUGA ON L5B0L6

Between: Ljupco Naumovski Landlords
Pavlinka Naumovska

And

John Connors Tenants
Margaret Connors

Ljupco Naumovski and Pavlinka Naumovska (the 'Landlords') applied for an order to terminate the tenancy and evict John Connors and Margaret Connors (the 'Tenants') because the Landlords believe that the Tenants abandoned the unit.

The Landlords also applied for an order requiring the Tenants to pay the Landlords':

- 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; and
- reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property that was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 16, 2026. Only the Landlord, Ljupco Naumovski ('LN'), attended the hearing.

As of 9:29 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:Abandoned Unit

1. It was LN's evidence that the Tenants vacated the rental unit prior to the end of their one-year lease term, without giving the Landlords notice they were doing so. LN believed that they vacated the rental unit sometime in October 2025. In this regard, he stated that he inspected the rental unit twice, once in November 2025 and once in December 2025 and found the rental unit to be mostly empty except for a few boxes, bottles, and other garbage items. In light of this, the Landlords took possession of the rental unit and rented out the unit to new tenants in January 2026.
2. LN stated that the Tenants paid the rent up to October 31, 2025 and that the Landlords were seeking an order for the Tenants to pay the rent they owed for November and December 2025 as they did not give proper notice that they would be vacating.
3. As explained at the hearing, the Landlords applied for an order to terminate the tenancy and evict the Tenants. As the Tenants have already vacated and the Landlord has rented the unit to new Tenants the abandonment portion of the Landlords' application is moot. Moreover, the application filed is not an application for the recovery of rent arrears.
4. For these reasons, the abandonment portion of the application was dismissed.

Compensation for Unpaid Utilities

5. It was LN's evidence that the Tenants were required to pay electricity costs pursuant to the lease agreement and failed to do so. In this regard, LN stated that the Tenants were invoiced for electricity through Wyse Meter Solutions and that the Tenants had not paid the water bill for several months which led to a large outstanding balance of \$1,023.35. A copy of the lease and the electricity bill, issued December 11, 2025, were tendered as evidence in support of LN's testimony.
6. It was also LN's evidence that the Tenants were aware they were in arrears for the electricity as the Tenant, John Connors, was registered on the account and his name appeared on the bill, which was addressed to the rental unit. In addition, the Tenants had made a payment arrangement with the provider to pay the arrears, which was noted on the bill.
7. Based on the uncontested evidence of LN, I find that the Tenants failed to pay the electricity costs that they were required to pay under the terms of the tenancy agreement. Accordingly, the Tenants shall pay the Landlords \$1,023.35 which are the costs the Landlords have incurred as a result of the Tenants' failure to pay electricity costs.

Compensation for damages

8. In the application, the Landlords sought reasonable out-of-pocket costs in the amount of \$2,000.00 for wilful or negligent damage caused to the rental unit. In this regard, the application alleges that the Tenants caused damage to a wall in the rental unit and states that there was a large hole. As a result, repairs and painting were required. It was also

alleged that the rental unit was very dirty and required deep cleaning. No other information about the damages, the work to be completed or how the costs were calculated was provided in the application.

9. At the hearing, I raised concerns with respect to the lack of detail in the Landlords' application and that a unit being dirty does not equate to damage. LN was asked what evidence the Landlords had with respect to the damages and the costs to repair same. LN acknowledged that the Landlords did not serve or file any evidence such as photos, quotes, or receipts to support their claim for damages. However, he stated that he could provide it if given some time to do so.
10. The LTB Rules of Procedure (the 'Rules'), specifically Rule 19, requires parties to serve and file all evidence they intend to rely on at least seven days prior to the hearing. LN stated he did not know and/or believe that he needed any documentary evidence to support the Landlords' claim for damages. This is not a sufficient reason to waive the Rule.
11. As the applicants, the Landlords have the burden of establishing that it is more likely than not that their version of events is true. As there was insufficient evidence available at the hearing to determine the damages and the costs of same, the claim for damages was dismissed.

It is ordered that:

1. The Tenants shall pay to the Landlords \$1,023.35, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
2. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Tenants must pay the Landlords is \$1,209.35.
4. If the Tenants do not pay the Landlords the full amount owing on or before May 3, 2026, the Tenants 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

Rachel Gibbons
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.