



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Siddique v Costa Neiva, 2026 ONLTB 34968

Date: 2026-05-01

File Number: LTB-L-001909-26

In the matter of: 20 WINDSOR RD
ETOBICOKE ON M9R3G1

Between: Muhammad Siddique Landlord

And

Vera Costa Neiva Tenants
Carlos Goncalves

Muhammad Siddique (the 'Landlord') applied for an order to terminate the tenancy and evict Vera Costa Neiva and Carlos Goncalves (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 Landlord or another tenant

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Muhammad Siddique (the 'Landlord') also applied for an order requiring Vera Costa Neiva and Carlos Goncalves (the 'Tenants') to pay the Landlord's 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.

This application was heard by videoconference on April 13, 2026.

The Landlord's son, Zeeshan Siddique attended as Agent for the Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act"), the tenancy

between the Landlord and the Tenants continues if the Tenants meet the conditions set out below in this order.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On December 16, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on the same date with a notice of termination date of January 9, 2026. The notice of termination contains the following allegations: "December 16, 2025 – As per your lease agreement you are required to pay the utility bills. The landlord has paid your bill on September 7, 2025 to avoid a cut off of your water of \$313.74. Your current bill is \$140.48. This is a balance owing by you of \$454.22."
4. The Landlord requested to amend his application to include the newest utility invoices which were served upon the Tenants and the Landlord had amended his application accordingly. The total of the utility bills included \$603.48 and these invoices have been paid by the Landlord so that the service is not disconnected by the Municipality.
5. The Landlord and the Tenants agreed that the Tenants are responsible for the water and sewer charges for the house located at 20 Windsor Road in Etobicoke, Ontario. Although Carlos Goncalves argued that he was only responsible for Water/Sewer Services, Solid Waste Management Services and Water/Sewer Services add up to the Summary at the top of each and every Toronto Water & Solid Waste Management Services Utility Bill.
6. For clarity purposes, each of these Toronto Water & Solid Waste Management Services Utility Bills for each property include a summary of these two services. The Tenants are responsible to pay the full amount of each Toronto Water & Solid Waste Management Services Utility Bill which are given to them by the Landlord.
7. Both parties agreed that the utility bills of \$603.48 had not yet been paid by the Tenants to the Landlord.. So the total owing to the Landlord by the Tenants is \$603.48.
8. The Tenant advised that he paid \$42.13 on April 16, 2026 towards the utility bill. Therefore the net amount that the Tenants owe the Landlord is \$561.35.
9. I will be setting out a conditional order whereby the current amount \$561.35 shall be paid to the Landlord by a certain date. Further I will be setting out a schedule for delivery of the invoices to the Tenants and a date whereby the utilities must be paid in full by the Tenants to the Landlords or the utility company.

Analysis

10. Section 64 of the *Residential Tenancies Act*, 2006 (the "Act") states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant."
11. In *Antrim Truck Centre Ltd. V. Ontario (Transportation)*, 2011 ONCA 419 (CanLI), "the courts have repeatedly held that some of the factors that must be considered include the

gravity of the interference, the character of the neighbourhood, the nature/utility of the Tenant's conduct and the sensitivity of the complainants". Further the Court stated that "the requirement that the interference be substantial is a threshold aspect of the test. At this stage of the analysis, the court will exclude claims that disclose no actual interference as well as those in which the interference alleged is so trifling as to amount to no interference at all."

12. The Tenants' failure to pay their utility invoices has caused issues for the Landlord at the municipal office and the Landlord has been attempting to ensure that the water is not cut off at the rental unit. This is a significant action whereby the Landlord's lawful rights, privilege or interest have suffered substantial interference by the Tenants' actions.

Relief from Eviction

13. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
14. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 1. The Tenants shall pay the water and sewer invoice of \$561.35 to the Landlords by May 15, 2026 (this amount includes the application fee);
 2. Further the Landlords will provide the utility invoices to the Tenants within 7 days of receiving same. Once the Tenants have received those utility invoices, the Tenants shall pay those utility payments in full, within 7 days to the Landlords or directly to the Toronto Water & Solid Waste Management Services Utility Bill. The Tenants shall immediately advise the Landlords where and when the utility payments were sent; and
 3. The parties will continue to exchange the utility bills in this manner and continue providing copies to the Tenants and providing payments to the Landlords or to Toronto Utility.
2. If the Tenants fail to comply with the conditions set out in (paragraph #1, 2 and 3 – underlined) 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 Tenants. 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 Tenants.

May 1, 2026
Date Issued

Carrie Bertrand
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.