



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Kornacker v Serrano, 2026 ONLTB 35074

Date: 2026-05-06

File Number: LTB-L-009175-26

In the matter of: 29 PROSPECT ST
KINGSVILLE ON N9Y1M6

Between: Tanya Kornacker Landlord

And

Marielle Serrano Tenant
Kyle Rowley

Tanya Kornacker (the 'Landlord') applied for an order to terminate the tenancy and evict Marielle Serrano and Kyle Rowley (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

Tanya Kornacker (the 'Landlord') also applied for an order requiring Marielle Serrano and Kyle Rowley (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 April 28, 2026.

Only the Landlord's Legal Representative, Ghadeer Jwad, attended the hearing.

As of 9:44 a.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation for unpaid utility costs in the application, but has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant must pay the Landlord \$683.14 on or before May 17, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 31, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served the same date. The notice of termination alleges that the rent was paid late in October and November, 2025, and was not paid at all in December, 2025 and January, 2026.
4. The tenancy commenced in April, 2025 and there was no indication that rent was not paid on time from April to September, 2025. Given this, when the notice was served there had been 4 of 10 months that had been paid late or not paid. I do not find that this is sufficient to prove persistent late payment of rent. I find that to meet this standard the Landlord must show late payment of rent for at least half of the rental periods over the course of a year and the Landlord did not do so.
5. The Landlord submitted that further payments have not been made since the notice of termination was served. However, a notice of termination cannot be amended and it must specify grounds sufficient for termination of the tenancy at the time of service.
6. Given this, I find that the N8 notice of termination was invalid for failing to list sufficient grounds to terminate the tenancy. On that basis the portion of the application related to eviction is dismissed
7. The Landlord also applied for compensation for the Tenant's failure to pay utility costs they were required to pay. The Landlord requested to seek a higher amount than the \$497.14 for utility costs claimed in their application. However the Landlord did not file or serve any request to amend their application prior to the hearing. As the Tenant was not present, I find it would be procedurally unfair to amend the claim to include further utility amounts at the hearing without notice to them and the Landlord was restricted to seeking \$497.14 for utility costs in the hearing.
8. I find that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlord presented the lease agreement showing the Tenant was required to pay water and wastewater for the rental unit by repaying the Landlord on the presentation of related bills, and a bill from the Town of Kingsville for water and wastewater for the period of August 16, 2025 to November 15, 2025 in the amount of \$612.75. The Landlord's Legal Representative provided evidence that this amount remained unpaid.
9. I find based on this evidence that the Landlord has incurred reasonable out-of-pocket expenses of \$612.75 as a result of the Tenant's failure to pay water costs for the period of August 16, 2025 to November 15, 2025, but is restricted to recovering only \$497.14 for these costs for the reasons outlined above.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$497.14, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total the Tenant shall pay to the Landlord is \$683.14.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Benjamin Seigel
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.