



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Pagsanjan-Pruvost v BAGRINCEV, 2026 ONLTB 35085

Date: 2026-04-30

File Number: LTB-T-000551-26-RV

In the matter of: 7438 MAGISTRATE TERRACE
MISSISSAUGA ONTARIO L5W1L2

Between: Gelly Pagsanjan-Pruvost Tenant
Cédric Pruvost

And

Andrej BAGRINCEV Landlord
Inga Bagrineve

Review Order

Gelly Pagsanjan-Pruvost and Cédric Pruvost (the 'Tenant') applied for an order determining that Andrej BAGRINCEV and Inga Bagrineve (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-000551-26 issued on April 13, 2026.

On April 19, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Tenant agreed in their lease agreement to pay 70% of the total utilities for the residential complex. The Tenant alleges in their application that the utility charges are illegal for several reasons. Those reasons include that the Landlord did not give the Tenant the required information about the utilities described in section 138(4) of the *Residential Tenancies Act, 2006* ('the Act'). The Tenant also submits that utilities should be apportioned based on actual usage, that there was a lack of transparency about how the 70% was determined, and raises issues with the square meter calculations relied upon by the Landlord to justify the 70% split, among other issues.
2. The Board dismissed the Tenant's claim about section 138(4) of the Act because it was filed outside the limitation period. The Board determined that the Tenant was responsible for 70% of the utilities until the end of the tenancy as agreed upon in the lease and that the utilities charges were therefore not illegal charges.

3. The Tenant submits that the Board made a serious error in applying the limitation period of section 138. The Tenant submits that the hearing was procedurally unfair and that the Board Member was biased against them because the Tenant was not allowed to rely on evidence they wished to present. The Tenant submits that the Board's reasons do not provide the justification, transparency, or intelligibility required.
4. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order, that a serious error occurred in the proceedings, or that the Tenant was not reasonably able to participate in the proceeding.

Limitation Period of Section 138 of the Act

5. Section 138 establishes that a landlord can charge a tenant a portion of the total utility costs for a residential complex. Section 138(4) of the Act provides that a landlord who charges a tenant a portion of a utility costs must before entering into the tenancy give the tenant information about the portion of the cost of the utility as a percentage of the total cost of the utility, the total cost of the utility for the building, among other requirements. Section 138(6) establishes that a tenant may apply to the Board for an order determining that the Landlord has breached an obligation under section 138 of the Act. Section 138(7) outlines remedies available to a tenant if the Landlord fails to comply with their obligations.
6. Section 18 of O. Reg. 394/10: SUITE METERS AND APPORTIONMENT OF UTILITY COSTS establishes that a tenant may apply under subsection 138(6) of the Act for an order determining whether the landlord has breached an obligation under section 138 of the Act and that an application concerning a breach of subsection 138(1) or 138(4) of the Act must be made within one year after the alleged breach first occurred. The order finds that the tenancy started on June 1, 2024. The Board's determination that the application filed on January 4, 2026, was therefore out of time was reasonable. The regulation specifically says that the limitation runs from when the breach "first occurred". The breach first occurred when the tenancy commenced.

The Tenant's Other Claims

7. The Tenant submits that it was procedurally unfair for the Board not to allow them to rely on the following evidence during the hearing:
 - Exhibit A: Evidence from the City of Mississauga indicating the property is a single dwelling.
 - Exhibit B: A late and incomplete apportionment methodology from an unverifiable source.
 - Exhibit C: The lease, which does not set out a clear or lawful method for calculating the 70% allocation.
 - Exhibit D: Materials from the Landlords' own LTB Form L10 (File No. LTB-L-017030-26), demonstrating inconsistent utility allocations at the same property, including instances where basement occupants were charged more than 30%.

8. The Tenant agreed in their lease agreement to pay 70% of the total utilities for the residential complex. All the evidence the Tenant says they were not allowed to rely upon relates to their claim that they should not have to actually pay what they agreed to. Other than section 138 of the Act the Tenant has not identified any section of the Act that enables a tenant to pay less than what was agreed upon. The Tenant is responsible for 70% of the total cost of utilities regardless of actual usage etc. It was not a serious error nor procedurally unfair for the Board not to allow the Tenant to rely on irrelevant evidence.
9. The only potentially relevant evidence from the Tenant's list of what was excluded would be if the Tenant had evidence that the Landlord charged the Tenant more than 70% of any given bill. However, the Tenant does not make clear in the review request that they had evidence demonstrating that. The Tenant mentions a yet to be resolved Landlord application but does not make clear how that application would demonstrate that the Tenant is being charged more than 70% as agreed upon.
10. Not allowing the Tenant to rely on irrelevant evidence would not lead an informed and reasonable person to conclude that there was a reasonable apprehension of bias in this case. Similarly, that the Tenant was not permitted to rely on irrelevant evidence does not demonstrate that they were not reasonably able to participate in the proceeding.
11. The Board provides sufficient and reasonable reasons for why despite the Tenant not physically residing in the rental unit until the end of the period they were charged utilities for, the Tenant was still responsible for 70% of the utilities until the tenancy lawfully terminated. I'm not satisfied based on the submissions in the request that the Tenant has established that the order contains a serious error.

It is ordered that:

1. The request to review order LTB-T-000551-26 issued on April 13, 2026 is denied. The order is confirmed and remains unchanged.

April 30, 2026
Date Issued

Amanda Kovats
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.