



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Nagpal v Moniz, 2026 ONLTB 35056

Date: 2026-05-07

File Number: LTB-L-005728-26

In the matter of: (Basement), 1 CEDARDALE AVE
ST CATHARINES ON L2P1B1

Between: Manmeet Nagpal Landlord
Inderpreet Nagpal

And

Elisabeth Moniz Tenant

Manmeet Nagpal and Inderpreet Nagpal (the 'Landlord') applied for an order to terminate the tenancy and evict Elisabeth Moniz (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Manmeet Nagpal and Inderpreet Nagpal (the 'Landlord') also applied for an order requiring Elisabeth Moniz (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.

Manmeet Nagpal and Inderpreet Nagpal (the 'Landlord') also applied for an order requiring Elisabeth Moniz (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 28, 2026.

Only the Landlord attended the hearing.

As of 9:23 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 termination of the tenancy and the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord **\$9,904.68**.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 21, 2026.

Utilities

1. Hydro, Gas, Water and Hot Water Tank – 1st N5
4. **Section 88.2** (1) of the *Residential Tenancies Act, 2006*, provides that “A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,
 - (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.”
5. The Landlord served an N5 Notice on December 5, 2025 by email, per the lease, that alleged that the Tenant had failed to pay the hydro, gas, water and hot water tank rental bills. The bills were attached to the Notice and the cost amounted to \$634.77.
6. I find that under the lease agreement between the Tenant and the Landlord the Tenant is responsible for water, heat and electricity in the rental unit (Exhibit 1).
7. The Tenant did not void the Notice.
8. The Tenant did not attend the hearing, so the Landlord's evidence is unchallenged.
9. I find that the Landlord is entitled to the money outstanding for the utilities, therefore the Tenant shall pay \$677.34 to the Landlord.

Wilful Damage

10. Section 34 of the *Residential Tenancies Act (RTA), 2006*, states, “The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.”
11. To make out a claim for wilful damage, the damage must be attributable to the Tenant or occupant and must be more than general wear and tear.

12. On December 20, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination for wilful damage to the rental property. It was deemed served December 25, 2025 because it was sent by mail. The Notice contained allegations of a damaged kitchen cabinet, damage to the walls and floor due to pet urine/feces, and a strong pet odour.
13. The cost associated with repairing the damage amounted to \$7,435.38. The Landlord provided estimates and receipts (DOC-7198092 – Exhibit 3)
14. The Tenant did not void the Notice.
15. The Tenant did not testify, so the Landlord's evidence is unchallenged.
16. I find that the Tenant caused the damage to the cabinet, walls and floors and shall pay the Landlord \$7,435.38.

3. Water leak

17. On January 4, 2026, the Landlord served a second N5 Notice about damage from a water leak on the Tenant. According to the notice, the Landlord had observed the leak in the Tenant's unit on January 4, 2026.
18. The Landlord testified that a leak in the faucet was causing a constant stream of water in the kitchen sink of the Tenant's rental unit and has caused damage to the floor and mold.
19. The Landlord further testified the Tenant did not inform him of this maintenance issue.
20. The Landlord believes he has been subject to higher water costs as a result of the Tenant's negligence.
21. The Landlord provided water bills in DOC-7810810 on the portal (Exhibit 2). However, I find that pages 2-9 of the documents are bills addressed to the tenants in the upper unit and I am not satisfied that these are bills addressed to the Tenant or the Landlord. As a result, it is difficult to say whether water costs have increased or who is responsible. Furthermore, the lease does not mention sharing the cost of utility bills with the tenants in the upper unit. I am therefore not satisfied that the bills adequately disclose an increased water cost that can be attributed to the Tenant's negligence or her utility usage.
22. Furthermore, the Landlord provided an estimate by Chat GPT of the cost of water usage in the St. Catharines area based on a photograph of the leak. I do not accept this evidence as reliable or credible because it lacks authority and authenticity.
23. The Landlord submitted one bill from the City of St. Catharines addressed to the Landlord that indicated an amount for \$788.53 dated January 14, 2026 in DOC-7199439.
24. I am satisfied that the Tenant is responsible for the water in the apartment under the lease (Exhibit 1) and therefore, the Tenant shall pay \$788.53 to the Landlord for the water cost.

- 25.** The Landlord did not provide receipts or estimates for mold remediation or to replace the flooring, so without those estimates or receipts, I am unable to assess the reasonability of these expenses.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 21, 2026.
2. The Tenant shall pay to the Landlord **\$9,904.68**. This is comprised of:
 - \$7,435.38 for damage to the rental unit
 - \$634.77 for unpaid utilities
 - \$788.53 for water cost
 - \$186.00 cost of filing the application
3. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026

Date Issued

Vanessa Davies

, 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.