



Order under Section 88.2 Residential Tenancies Act, 2006

Citation: Louis v Davila, 2026 ONLTB 34923

Date: 2026-05-01

File Number: LTB-L-072340-24

In the matter of: 229 DAIRY DR
SCARBOROUGH ON M1L0G4

Between: Veena Louis Landlord

And

Juan Davila Tenant

Veena Louis (the 'Landlord') applied for an order requiring Juan Davila (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 January 15, 2025 and January 23, 2026.

The Landlord's legal representative Evgeny Aptekar, the Landlord, Landlord's witness Angela Ali, and the Tenant attended the hearing. At the January 15, 2025 hearing, the Tenant declined to speak with Tenant Duty Counsel. The parties also attempted to resolve the issues with the assistance of a Dispute Resolution Officer prior to the hearing on January 15, 2025 but were unsuccessful.

At the hearing on January 15, 2025, the application was amended to claim \$3,807.31, removing charges for hot water heater rental.

Determinations:

Preliminary Issues

1. The application was filed September 5, 2024.
2. The Tenant submits that the Landlord filed the wrong application because he vacated the rental unit on September 1, 2024, and therefore the application should be dismissed because the Landlord should have filed an L10 application rather than an L2 application. The Tenant stated that he returned the keys on September 6, 2024 because the Landlord requested more time to get cash to return the last month's rent deposit to the Tenant.

3. The Tenant does not dispute that there were unpaid utility charges. The only issue to be determined is whether those charges were waived by the Landlord. Even if the Landlord had filed an L2 application in error (which I do not find), there would be no prejudice to the Tenant in converting the application to an L10 application.
4. I find that the tenancy ended September 6, 2025, when the Landlord received the keys and vacant possession of the rental unit.

L2 Application

5. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant must pay to the Landlord \$3,273.31, which represents unpaid water costs and the application filing fee.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on September 6, 2024.
8. Under the tenancy agreement, the Tenant was responsible for gas, hydro, and water charges. Hydro and gas were directly billed to the Tenant. There is no dispute that the Tenant paid the hydro and gas bills. The water bill was sent to, and paid by, the Landlord, and the Tenant was to reimburse the Landlord when notified of the amounts.
9. In late June 2024, The parties signed an N11 Agreement to End the Tenancy with a date of termination of September 30, 2024. At the bottom of the N11 form, the Landlord handwrote:

Cash for key agreement:

1. Landlord agree to pay \$1000 [interest of deposit and any repair costs] on June 28, 2024
 2. Rent free for July and Aug 2024 (\$5,714)
 3. No further payments as part of agreement.
 4. Tenant will vacate the house on September 30, 2024
 5. Tenant agree to allow potential buyers for viewing once property is listed for sale.
10. The meaning of point 3, "no further payments," is in dispute. The Tenant's position is that it means that this relieves him of the obligation to pay the utility charges claimed. The Landlord's position is that it means that the Landlord would make no further payments to the Tenant in exchange for vacating the rental unit, and not that they agreed to waive the outstanding utilities charges.

Compensation for unpaid utilities

11. The Landlord testified that for the first year of the tenancy, the Tenant paid the water charges, although the Landlord needed to remind him. After 2020, the Tenant paid some of the water costs but did not pay all of the amounts as agreed although they had set up payment plans.
12. The Landlord entered water bills into evidence from March 2020 to July 2024 and a summary of the amounts owing and paid by the Tenant (DOC-4808378). The Landlord subtracted the portion allocated for waste from the bill as the Tenant did not agree to pay it. The amended application removed charges for the hot water heater rental, as water heater rental is not a utility as defined by the Act. The Landlord testified that the bills totalled \$5,931.31 and the Tenant paid \$2,124.00 toward them, leaving an outstanding balance of \$3,087.31.
13. The Tenant testified that he doubted the “veracity” of the bills submitted but did not submit any evidence to corroborate his statement or to prove that he had paid more than the Landlord claimed.
14. The Tenant testified that he and the Landlord had a conversation about ending the tenancy, he requested time to find new accommodations, and the Landlord agreed to make a cash payment and to waive the rent for July and August and use the last month’s rent deposit for September 2024 based on their agreement to terminate the tenancy effective September 30, 2024. The Tenant relies on the N11 Agreement and its handwritten note as a “full and final” statement to end all matters with the tenancy, including the water bills.
15. Based on the evidence before me, I find on a balance of probabilities that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. As noted above, the Tenant did not provide evidence to refute the Landlord’s claim that there were unpaid water bills during the tenancy.
16. With respect to whether the Landlord waived those costs, I prefer the evidence of the Landlord to that of the Tenant about the intention of the third point of the handwritten note for the following reasons.
17. The handwritten additions to the N11 Agreement begin with specific obligations/promises by the Landlord to the Tenant in exchange for ending the tenancy (to provide cash, and to waive rent payments). The final two points are obviously promises by the Tenant to the Landlord. Nowhere in the agreement is there a discussion of utilities, and the agreement does not say that any other obligations by either party to the other are waived. It does not say that the agreement resolves all issues in the tenancy.
18. The third point, “no further payments,” logically follows the listed payment and promise by the Landlord to the Tenant to waive rent. It is therefore reasonable to conclude that it means that the *Landlord* will not make further payments to the *Tenant* other than those which have been listed.
19. It is also logical that if the agreement had been to waive outstanding water costs, it would have said so, as it was specific about the first two items. The Tenant did not suggest that

there had been a conversation about waiving the water costs that was somehow not included in the agreement.

20. 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 tenancy between the Landlord and the Tenant is terminated as of September 6, 2024, the date that the Tenant returned vacant possession to the Landlord.
2. The Tenant shall pay to the Landlord \$3,087.31 for unpaid water costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$3,273.31.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Margo den Haan
Member, Landlord and Tenant Board

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