



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Zhang v Sulaiman, 2026 ONLTB 35113

Date: 2026-05-06

File Number: LTB-L-011376-26

In the matter of: 1345 POPRAD AVE
PICKERING ON L1W1L2

Between: David Dewei Zhang Landlord

And

Fatmeh Sulaiman Tenant

David Dewei Zhang (the 'Landlord') applied for an order requiring Fatmeh Sulaiman (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also applied for an order requiring 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.

The Landlord, the Landlord's Legal Representative, Yun Tao Li, and the Tenant attended the hearing.

The Tenant gave notice of intent to raise issues pursuant to section 82 of the *Residential Tenancies Act*, 2006 (the "Act") prior to the hearing, however did not specify the amount of rent abatement they were seeking in relation to these issues. The Landlord consented to permit the Tenant to amend their application to seek specific amounts for the issues they intended to raise and the Tenant's claims pursuant to section 82 of the Act were amended to seek \$35.00 in relation to an alleged illegal entry, and \$200.00 in relation to alleged harassment.

During the hearing, the Landlord sought to amend their application to increase the amount they were claiming for utility costs to the amount of \$281.35. The Tenant consented to permit the Landlord to amend the application in this respect at the hearing.

In doing so both parties indicated their intention and preference to deal with this matter in its entirety rather than having to come back before the Board on another day in respect to further applications.

The Tenant sought to raise issues related to the Landlord serving LTB correspondence after the Tenant had vacated the rental unit to the rental unit. As the claim was filed while the Tenant was in possession of the rental unit, the Landlord did not have an obligation to serve the application or notice of hearing on the Tenant, as the LTB's Rules provide that the LTB will complete this service by sending correspondence to the rental unit. Given this, even if the Tenant's allegations in this respect were proven, they do not substantiate a violation of any provision of the Act, and no remedy could be grounded in respect of this complaint. Further, I note that the Tenant does not dispute that they have received the application and notice of hearing and so they would be deemed served with these documents pursuant to section 191(2) of the Act in any event.

Determinations:

N15 Notice if Termination

1. The Tenant served an N15 Notice of Termination (the "N15 Notice") on the Landlord on February 1, 2026 with a termination date of March 1, 2026. The Landlord did not dispute that this notice was served as above and in compliance with section 47.1(4) of the Act. However, the Landlord wished to dispute the validity of the N15 Notice as they did not believe that the Tenant's circumstances reflected the legislated circumstances in section 47.1(5) as reflected in the Board's N15 statement form, and so the Landlord's position was the Tenant was not entitled to serve the N15 Notice.
2. I confirmed with the Tenant the contents of the statement in the Board's form provided with the N15 Notice of Termination, and confirmed that the Tenant understood what that document said and that understanding it believes it to be an accurate document. Pursuant to section 47.3(6) the Board is not permitted to make any determinations as to the truth of or the belief in the truth of any allegation or assertion regarding the contents of this statement. Given this, I declined to hear evidence from the Landlord in respect to whether or not the contents of the N15 statement was accurate, as I find that I am legislatively barred from making findings in relation to this issue, rendering any evidence on this point irrelevant.
3. I find the N15 Notice was a valid notice to terminate the tenancy served in accordance with the Act and that it terminated the tenancy on March 1, 2026.

Rent Arrears

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2026 to March 1, 2026.
6. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The tenancy ended on March 1, 2026 as a result of the Tenant moving out in accordance with the N15 Notice. Therefore, the Tenant's obligation to pay rent also ended on that date.
9. The rent arrears and daily compensation owing to March 1, 2026 are \$1,032.88.

10. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$5.24 is owing to the Tenant for the period from December 1, 2025 to March 1, 2026 and will also be applied to the arrears of rent.

Utility Costs

12. The residential complex contains four rooms that each form separate rental units, and have shared common space. The Landlord testified that the Tenant was informed when the parties negotiated the tenancy agreement that utilities were required to be split between all parties living in the residential complex equally.
13. The Tenant testified that utilities were never discussed prior to the tenancy. The Tenant takes the position that they were not required to pay utilities.
14. The Tenant further submitted that a written agreement is required pursuant to the Act for the Tenant to pay utilities and for the Landlord to make a claim in respect to unpaid utility costs. I find that a written agreement is not necessary for the Landlord to charge utilities, but that the Landlord did not fulfill all of their obligations under the Act with respect to utilities apportioned to different rental units. The reasons for this and the consequences that flow from this determination are further addressed below.
15. I prefer the Landlord's evidence that utilities were included as part of the tenancy agreement as it is supported by the following text message sent by the Tenant to the Landlord in respect to a request to pay utility amounts on February 5, 2026 presented in the hearing:

"Hi David, since utilities weren't a set amount in our agreement and this is the first I'm hearing of a December/January bill, I'll need to see the actual copies of the utility invoices first. Once I've verified those, I'm happy to settle this as a final payment to cover all my utility obligations through my move-out date..." [emphasis added]
16. While the Tenant submitted that this message constituted a settlement offer rather than an acknowledgement that utilities were owing, I find that I cannot agree with this interpretation. Firstly, this message does not contain a settlement offer. It states that the Tenant wishes to see invoices prior to discussing settling the matter of utilities. Secondly, the implication of this message is that utilities were agreed to be paid, but not in a set amount. The message does not say that this is the first the Tenant has heard of an obligation to pay utilities or express any surprise at receiving this request. It states only that it is the first the Tenant has been made aware of a specific bill amount they need to pay. This accords with the Landlord's testimony as to what the agreement was in respect of utilities.
17. The Tenant presented a text message and transfer as to the amounts requested to be paid prior to starting the tenancy, being \$2,050.00 for first and last month's rent and a \$50.00 key deposit. The Tenant submitted that this constitutes the tenancy agreement and because it does not mention utilities these were not part of the agreement.

18. I disagree with this interpretation. The text message reads clearly as a functional request for funds prior to moving in, not the contents of a tenancy agreement. This text for example does not discuss the term of the tenancy, the commencement date, the rental unit or other details necessary to form an agreement. I find that the tenancy agreement was instead an oral agreement between the parties, and did include the payment of utilities as the Landlord testified.
19. I find that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
20. The Landlord provided as evidence the following utility bills. They testified that the agreement was the Tenant would be required to pay one quarter of these bills as there were four people living in the residential complex and the utilities were to be split evenly between them. I note that while the Landlord submitted the full bills, I find only a pro-rated amount for the time period the Tenant was resident in the rental unit is owing for those bills that extended prior to the commencement of the tenancy on December 1, 2025:
- a. Elexicon Energy (electricity) - \$90.80 for the period of November 12, 2025 to December 12, 2025. The Tenant's portion of which I find to be \$9.08 based on $\$90.80 \times 12/30 \text{ days} / 4$.
 - b. Elexicon Energy (electricity) - \$91.48 for the period of December 12, 2025 to January 12, 2026. The Tenant's portion of which I find to be \$22.87 based on $\$91.48 / 4$.
 - c. Enbridge (heat) - \$108.82 for the period of November 26, 2025 to December 23, 2025. The Tenant's portion of which I find to be \$11.66 based on $\$108.82 \times 12/28 \text{ days} / 4$.
 - d. Enbridge (heat) - \$182.04 for the period of December 24 to January 26, 2026. The Tenant portion of which I find to be \$45.51 based on $\$182.04 / 4$.
 - e. City of Durham (water) - \$281.35 for the period of October 30, 2025 to January 29, 2026. The Tenant's portion of which I find to be \$45.87 based on $\$281.35 \times 60/92 \text{ days} / 4$.
21. I find that the Landlord is entitled to compensation for the utility costs they incurred that the Tenant was obligated to pay pursuant to the tenancy agreement, but which were unpaid, in the amount of \$134.99.
22. While the Landlord wished to submit further bills that they had been delayed in receiving, I declined to receive any post-hearing evidence as this would require a further opportunity for evidence and submissions from the parties and I find this would not be in accordance with the Board's obligations under section 183 of the Act to provide expeditious proceedings in determining matters.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Issues Raised Pursuant to Section 82

24. The Tenant is entitled to rent abatement in total of rent of \$85.00 for the reasons below. This amount will be deducted from the amount owing to the Landlord.

Harassment

25. The Tenant wished to raise allegations that the Landlord harassed them. However, the Tenant acknowledged that the basis of these allegations were events that occurred in April, 2026 after the tenancy ended and the Tenant had vacated the rental unit. As these events happened after the tenancy terminated and the Tenant had vacated the rental unit, these issues are outside the jurisdiction of the Board. Therefore, no remedy can be grounded in respect of these matters and no determinations are made in respect of these allegations.

Illegal Entry

26. The Tenant alleges the Landlord illegally entered the rental unit on February 25, 2026 and showed the rental unit to a prospective tenant without providing a 24 hour notice to her and in contravention of section 47.1(5) of the Act that bars the Landlord from showing the unit to prospective tenants until the Tenant who has given an N15 notice of termination has vacated.

27. The Landlord denies ever entering the rental unit to show it on February 25, 2026 and submits there was no illegal entry.

28. I prefer the Tenant's version of events in this instance supported by a text message from the tenant of another rental unit in the residential complex that stated the Landlord was showing the Tenant's room. The Tenant's version of events is also supported by a room advertisement the Landlord provided in its disclosure referred to by the Tenant in the hearing that is noted by the Landlord to have been posted on February 1, 2026. I find that this supports the Tenant's version of events as it implies the Landlord was actively advertising the rental unit during the period in question, and this tends to lend credence to the position that they would be showing the rental unit.

29. I find on the basis of the above that the Landlord illegally entered the rental unit on February 25, 2026. I find that the \$35.00 rent abatement requested by the Tenant, representing approximately a day of rent, is an appropriate remedy for this entry and I grant the same.

Claims Pursuant to Section 138 of the Act

30. The Tenant raised in their notice of intention to raise issues pursuant to section 82 of the Act that the Landlord was invalidly charging for utilities. While I indicated at the outset of the hearing that these utilities issues would be most properly addressed in the course of the Landlord's L2 application, rather than under section 82, I find on review that it is appropriate to do so pursuant to section 82 for the reasons below.

31. As noted above, in the course of the hearing the Tenant raised that they believed that a written agreement was required in order for utilities to be charged by the Landlord. It was determined after a review of the Act with the parties that the Tenant was relying on section 138 of the Act for this proposition. Specifically, sections 138(1) and 138(4) of the Act and the Landlord's obligations under them were reviewed in the hearing and the parties were given an opportunity to make submissions on section 138 and whether it was applicable.

32. The Landlord's Legal Representative submitted that they did not believe section 138 of the Act applied at all in this situation. However, if section 138 was applicable, it was acknowledged that the Landlord had not provided the information required pursuant to section 138(4) prior to the commencement of the tenancy. Specifically, it was acknowledged the Landlord did not provide the total cost of utilities for the building for the prescribed period in accordance with section 138(4)2.
33. The Tenant submitted that both of these sections were applicable in this instance.
34. Applications pursuant to section 138 are not common applications before the Board. These are captured by T7 applications, and there are several different reasons available pursuant to the different subsections of section 138 under such applications.
35. Section 138(1), which the Tenant relies on for the proposition that an agreement to pay utilities must be in writing, does not reflect that all tenancy agreements to charge utilities must be in writing. Instead, this provision applies in circumstances where a Landlord initially provides utilities as an included part of rent, but wishes to separate out this obligation and transfer it to the Tenant, providing a corresponding reduction in rent. I find given this, there is no valid basis in the Act for the Tenant's submission that for a tenancy agreement to include utility charges it must be written.
36. Section 138(4) however is applicable to this situation. It reads:

138(4) If a landlord charges tenants a portion of the cost of a utility, the landlord shall, before entering into a tenancy agreement with a prospective tenant, provide the prospective tenant with the following information:
 - 1. The portion of the cost of the utility that is applicable to the rental unit that would be occupied by the prospective tenant, expressed as a percentage of the total cost of the utility.*
 - 2. The total cost of the utility for the building for the prescribed period for which the landlord has information on the cost of the utility.*
 - 3. If any part of the building was vacant during any part of the period to which the information referred to in paragraph 2 applies, a statement of which part of the building was vacant and of the period that it was vacant.*
 - 4. Such other information as is prescribed.*
37. Here where the Landlord is apportioning the utility costs for the residential complex between four rental units, they were required prior to entering into the tenancy agreement to provide the information in section 138(4) to the Tenant. The Landlord's Legal Representative acknowledged the Landlord did not do so.
38. Under section 138(7) several available remedies are listed for breaches of section 138(4), among which include an abatement of rent or any other order considered appropriate by the Board. I find in this instance it is appropriate to award an abatement of rent in the nominal sum of \$50.00 for the Landlord's breach of section 138(4).
39. I find this nominal sum to be appropriate in the circumstances to recognize that there was a breach in that the Tenant was entitled to receive this information prior to entering into a

tenancy, but did not. However, I find any further remedy in this respect would be inappropriate as it does not appear this was a deliberate attempt to breach obligations under the Act. Additionally, the utility amounts presented are not unreasonable or of a nature that would have been likely to impact the decision of the Tenant as to entering into the tenancy agreement had information required been provided.

40. I am mindful in making this order that at the outset of the hearing I indicated that this utility claim by the Tenant would be most properly raised under the Landlord's application and not under section 82, and that no direct submissions were received from the parties as to doing so during the hearing. Despite this I find it is appropriate and procedurally fair to address this issue in this manner without further submissions as:

- a. The Tenant initially raised the invalidity of utilities pursuant to section 82 and with that notice informed the Landlord that they believed no amount would be due for utilities. While technically different than a rent abatement, the amount of jeopardy the Landlord had notice of in relation to this issue was greater than the remedy ordered;
- b. The parties had an opportunity to make direct submissions on the applicability of section 138 in the hearing and whether it applied to these circumstances;
- c. The parties each consented to an amendment of the application to allow further remedies in the hearing without prior notice in an effort to resolve all related matters without the need for a further hearing; and
- d. Given the above, and the magnitude of remedy being granted, I find it is appropriate in accordance with the Board's obligations section 183 to issue this remedy without further submissions on this point. This is particularly so given that the practical expense to the Landlord for their representative in providing submissions on this point may well exceed the remedy ordered.

It is ordered that:

1. The Tenant shall pay to the Landlord \$263.63. This amount includes rent arrears owing up to March 1, 2026, unpaid utility costs, and the cost of the application minus the rent abatement, the rent deposit and interest owing on the rent deposit. See Schedule 1 for calculation of the amount owing.
2. 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

Rent Owing To March 1, 2026	\$1,032.88
Utility Costs	\$134.99
Application Filing Fee	\$186.00
Less the rent deposit	- \$1,000.00
Less interest owing on the rent deposit	-\$5.24
Less the amount the Landlord owes the Tenant for an abatement	- \$85.00
Total the Tenant must pay to the Landlord	\$263.63