



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Cityhousing Hamilton Corporation v Johnson, 2026 ONLTB 35891

Date: 2026-05-08

File Number: LTB-L-002059-26

In the matter of: 5, 1285 UPPER GAGE AVE
HAMILTON ON L8W1E5

Between: Cityhousing Hamilton Corporation Landlord

And

Christine Johnson Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Johnson (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Cityhousing Hamilton Corporation (the 'Landlord') also applied for an order requiring Christine Johnson (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 13, 2026.

The Landlord's Legal Representative, Katherine Howlett, the Landlord's Agent, Guenther Ball and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act"), the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below in this order.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 9, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 14, 2025. The notice of termination alleges substantial interference by the Tenant and contains the following allegations: the Tenant has failed to put her Enbridge utilities in her name and has been told how to do this on 3 separate occasions. The Tenant owes \$2,565.40 in utilities.

Evidence of Landlord's Agent, Guenther Ball

4. The Landlord's Agent, Guenther Ball stated that he is the property manager for the building and provided a copy of the lease between the Tenant and the Landlord which commenced on November 1, 2022 for Unit #5-1285 Upper Gage Avenue, Hamilton, Ontario. He pointed out that the lease detailed that the rental amount "included the fridge, stove, domestic water and a hot water tank" but it did not include utilities like hydro, gas and internet.
5. Mr. Ball stated that the Tenant has failed to pay the Enbridge invoices and that the Landlord has ultimately paid them to ensure that the gas does not get turned off. He provided a copy of the most recent Enbridge bill dated March 20, 2026 in the amount of \$227.71 which was found in the Landlord's Evidence Package, DOC#7706050. Mr. Ball also provided a copy of the specific bills for Unit #5 from November 18, 2022 to March 20, 2026 which totalled \$2,931.47.
6. The property manager stated that the community support workers who support the Tenants in the rental complex have attempted to work with the Tenant to transfer the utility into her name. The Landlord sent several letters to Ms. Johnson requesting that she resolve the matter and enter into a payment plan for the outstanding amount.
7. Mr. Ball stated that the Tenant's position is that she believes that she is not required to pay for Enbridge or hydro due to an apparent verbal statement from a former property manager. He added that the Tenant resided previously in Unit 4 at this same address but due to a flood, she had to move to Unit 5.
8. Mr. Ball further stated that the Tenant owes a substantial amount of arrears to Enbridge for Unit #4 but he confirmed again today with Enbridge that there are no obstacles to the Tenant putting the gas into her name. The outstanding amount of gas owing for Unit #5 has been paid by the Landlord and the Landlord is seeking that the Tenant take over the Enbridge bill and make monthly payments towards the \$2,931.47.

Evidence of the Tenant, Christine Johnson

9. The Tenant stated that as she was signing the lease for Unit #5 with the previous property manager, Jackie, the manager stated that the Tenant did not have to pay for the gas and hydro in this apartment. Ms. Johnson stated that this was due to the flood that occurred in Unit #4 as she had to have 12 big fans running for days. Jackie told her that this was an abatement by the Landlord and that she did not have to pay for these utilities going forward. The Tenant stated that she is paying her hydro bills despite what Jackie said.

10. The Tenant confirmed that this conversation occurred verbally and that she is aware that her lease states that she does have to pay these utilities. She said that the people in housing “just went behind her back” and they have caused her to be in this situation. Ms. Johnson also stated that she currently has a tenant application against the Landlord for the flooding situation which has not yet been heard.
11. The Tenant receives ODSP in the amount of \$1,500.00 monthly and she pays \$110.00 for rent, \$75.00 for hydro, a car payment of \$925.00, tenant insurance of \$55.00 and car insurance of \$500.00 per month. Ms. Johnson also stated that she had a bad accident, lost over 30 pounds and that she cannot afford to eat.

Analysis

12. Section 64 of the *Residential Tenancies Act*, 2006 (the “Act”) states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.”
13. The Tenant’s failure to pay her Enbridge utility invoices has caused the Landlord to incur substantial costs on behalf of the Tenant. The lease between the parties clearly sets out that the Tenant is to pay her own utilities including Enbridge.
14. Although the Tenant has a very modest income and appears to be struggling financially, the Tenant’s requirement to pay the utilities is an essential term of the contract and cannot be changed unless the contract is amended. The Tenant is encouraged to reach out to other community services or “rent banks” that may be able to assist her with payments for outstanding utilities.
15. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenant fails to comply with the conditions as contained in this order.
16. 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 Landlord’s application for eviction of the Tenant is denied as long as the Tenant meets the conditions set out below:
 1. The Tenant shall transfer the Enbridge account for Unit 5-1285 Upper Gage Avenue, Hamilton, Ontario into her name by June 15, 2026;
 2. The Tenant shall make monthly payments to the Landlord for the outstanding Enbridge account balance of \$2,931.47. The Tenant shall pay the amount of \$150.00 per month to the Landlord starting June 15, 2026; and

3. The Tenant shall continue making these \$150.00 monthly payments to the Landlord by the 15th of every consecutive month until the Enbridge arrears have been paid off.
2. If the Tenant fails to comply with the conditions set out in paragraph #1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

May 8, 2026
Date Issued

Carrie Bertrand
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.