



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

File Number: LTB-L-065221-25-RV

In the matter of: 2536 KENTUCKY DERBY WAY
OSHAWA ON L1L0K3

Between: Abraham Teklehaimanot Landlord

And

Keshia Kong Tenants
Carol Kong

Review Order

Abraham Teklehaimanot (the 'Landlord') applied for an order to terminate the tenancy and evict Keshia Kong and Carol Kong (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.¹

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.²

This application was heard on November 20, 2025, and resolved by the order LTB-L-065221-25, issued on January 12, 2026.

On February 10, 2026, the Landlord requested a review of the order LTB-L-065221-25, issued on January 12, 2026.

On February 11, 2026, the interim order LTB-L-065221-25-RV-IN was issued, directing the matter to a hearing to determine whether or not a serious error had occurred in the proceedings or the corresponding order.

The request to review was heard on March 23, 2026. Pursuant to the interim order LTB-L-065221-25-RV-IN2, issued on March 30, 2026, the matter was directed to a hearing for the issue with respect to relief from eviction, under section 83 of the *Residential Tenancies Act, 2006*, to be re-heard.³

This application was heard by videoconference on April 27, 2026.

¹ Section 69 of the *Residential Tenancies Act, 2006*.

² Section 88.2 of the *Residential Tenancies Act, 2006*.

³ Rule 26.15 of the Board's *Rules of Procedure*.

The Landlord and the Tenant Keshia Kong attended the hearing.

Determinations:

Utilities

1. The Landlord and the Tenants agreed that the Tenants owe the Landlord the amount of \$16,369.78, which represents the reasonable out-of-pocket expenses incurred by the Landlord due to the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement up to April 6, 2026, and costs.

Issues the Tenants Intended to Raise

2. The Tenant Keshia Kong (hereafter referred to as 'K.K') sought to raise issues during the hearing which, they opined, could result in an abatement that would be set off against the expenses incurred by the Landlord as a result of Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement, and therefore reduce the amounts the Tenants owed.
3. Notwithstanding that the purpose of this re-hearing was primarily to address the question of relief from eviction under section 83 of the *Residential Tenancies Act, 2006* (the 'Act') I note that section 82 of the Act does not apply to these proceedings, as the catalyst to the Landlord's application was not the Tenants' failure to pay the rent that they owed and therefore was not based upon a notice of termination under section 59 of the Act.
4. Indeed, the Tenants were served with an N5 Notice of Termination in accordance with section 64 of the Act, as the Landlord claimed that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
5. Accordingly, I refused to hear the Tenants' evidence or submissions that they sought to make under section 82 of the Act.
6. The Tenants may, subject to any limitation periods that may apply⁴, seek to present their claims in their own tenant application – if they elected to proceed in filing such an application at a later date.
7. The Tenants may wish to seek legal advice in order to have a better understanding of their rights and recourses in the event they intend to file an application against the Landlord.

⁴ Subsection 29(2) of the *Residential Tenancies Act, 2006*.

Relief from Eviction

a) Landlord's Evidence

8. The Landlord testified that the Tenants' persistent failure to pay the utilities costs they are required to pay under the terms of the tenancy agreement is substantially interfering with their reasonable enjoyment or lawful rights, privileges or interests, as some of the unpaid water expenses have been transferred to the Landlord's property tax roll. The Landlord submits that this is causing them severe financial hardships.
9. The Landlord stated that they were recently let go from their employment, and are using ride-share services to try to stay afloat.
10. The Landlord indicated that their credit cards are maxed out as they are also providing assistance to family members abroad.
11. The Landlord stated that they were concerned that the Tenants' continued failure to pay the required utilities would lead to the seizure of the rental unit.
12. The Landlord submits that the Tenants do not have the financial means to enter into a repayment plan. They therefore seek for the tenancy to be terminated.
13. The Landlord was amenable to providing the Tenants a delay of thirty (30) days to move out of the rental unit.

b) Tenants' Evidence

6. K.K testified that they moved into the rental unit during the month of November 2022.
6. K.K stated that they started encountering financial difficulties following the passing of a grandparent in 2024 which required their parent to return abroad to tend to their family's affairs.
7. K.K indicated that while they were negligent in dealing with the costs of utilities, they are seeking to continue the tenancy by entering into a repayment plan through which they would pay the ongoing costs of utilities in full and on time in accordance with the deadlines set out by the utilities provider, in addition to paying the Landlord the amount of \$500.00 per month on the last day of each month towards the outstanding costs of utilities owed to the Landlord.
8. K.K stated that they did not have any funds set aside to pay a larger lump sum towards the outstanding costs of utilities to the Landlord.
9. K.K indicated that they are currently employed on a full-time basis. They estimate their net monthly income as being in the amount of \$6,250.00, and their monthly expenses as being in the amount of \$7,497.50.
10. In addition to their income, K.K stated that they receive the monthly amount of \$1,000.00 from a roommate (Sophia), as contributions towards the monthly rent. K.K also has additional debts in the amount of \$850.00.

11. K.K indicated that they recently applied to the *Housing Stability Program* to receive financial assistance. They are unsure as to their eligibility to this program or the status of their application, nor of the funds they may be entitled to receive if they were to be eligible.
12. K.K indicated that the Tenants have not started searching for alternate housing accommodations. They were unable to provide an estimate as to the time they would need to vacate the rental unit should their tenancy be terminated.
13. K.K submits that it may be difficult for them to secure alternate housing accommodations if an order terminating their tenancy were to be issued, as other landlords may be hesitant to enter into a tenancy agreement with them.

c) Analysis

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the length of the tenancy, along with the Tenants' payment history since the filing of the application, and find that it would not be unfair to postpone the eviction until June 3, 2026, pursuant to subsection 83(1)(b) of the Act.
15. While the Tenants proposed to pay the ongoing costs of utilities in full and on time, and enter into an extended repayment plan to pay Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement in order to continue the tenancy, the Tenants did not provide any documents, such as bank statements or pay stubs, to substantiate their income.
16. As the Tenants limited these particular submissions to general statements that were not corroborated by any supporting documentary evidence or details and considering that the unpaid utilities costs have only increased since the filing of the application, I am not satisfied that the Tenants have the financial means to pay the ongoing costs of utilities in full and on time, nor am I satisfied that the Tenants have the financial capabilities to enter into a repayment plan - especially when taking into consideration the Tenants' other financial obligations and commitments and the fact that the Tenants' expenses already outweigh their income, even when taking into consideration additional sums they would be receiving from their roommates.
17. The Tenants did not present any concrete means of increasing their income or reducing their expenses, and their intended reliance on undetermined amounts that they may receive through the *Housing Stability Program* at an unconfirmed date does lend credence to the Tenants' capability of continuing the tenancy by paying the ongoing costs of utilities in full and on time, let alone the outstanding amount of \$16,369.78.
18. Since it appears that the Tenants do not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenants' inability to pay the ongoing costs of utilities (in full and on time) would result in additional significant prejudice to the Landlord; and given the financial strain faced by the Landlord in light of the Tenants' own recognized negligence with respect to their failure to pay the utility costs they were required to pay under the terms of the tenancy agreement, I do not find it appropriate to grant relief from eviction beyond June 3, 2026.

19. The delayed eviction date will allow the Tenants to have additional time to search for new housing accommodations. Although the Tenants expressed concerns in being able to secure alternate accommodations in light of the current Board proceedings, the Tenants' perceived opprobrium which may stem from these proceedings would not justify granting relief from eviction.
20. The prejudice to the Landlord is minimized as they were amenable to postponing the eviction, and the delay is not prolonged.

It is ordered that:

1. The interim order LTB-L-065221-25-RV-IN, issued on February 11, 2026, is cancelled.
2. The order LTB-L-065221-25, issued on January 12, 2026, is amended as follows:
3. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 3, 2026.
4. If the unit is not vacated on or before June 3, 2026, then starting June 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 4, 2026.
6. The Tenants shall pay to the Landlord \$16,369.78, which represents the reasonable out-of-pocket expenses incurred by the Landlord due to the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement up to April 6, 2026, and costs.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 4, 2026, at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Alexandre Traboulsi
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.