



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

File Number: LTB-L-042360-25

In the matter of: Basement, 1284 WARDEN AVE
SCARBOROUGH ON M1R2R6

Between: Parmadat Bhagwawdin Landlord
Joe Persaud

And

Daryl Oliver Tenant

Parmadat Bhagwawdin and Joe Persaud (the 'Landlord') applied for an order to terminate the tenancy and evict Daryl Oliver (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

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.

The Landlords 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.

The Landlords also applied for an order requiring 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 February 25, 2026.

Only the Landlord, Joe Persaud, and the Landlords legal representative, Agatha Small, attended the hearing.

As of **9:36am**, 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.

Additionally, I accept that the Landlord also served the Tenant a copy of their amended application, their disclosure evidence plus a copy of the Notice of Hearing to the Tenant on December 8, 2025 by email and that the parties had a preferred method of communication in this respect by email.

The application is amended to remove the named Tenant, Mr. McDonnel, from the application as they were an occupant of the rental unit and not a Tenant.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
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 July 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,949.72. It was due on the 1st day of each month.
5. The Tenant has paid \$1,099.72 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2025 are \$4,499.72.

L2 Application

7. The Landlords withdrew their claim for termination of the tenancy based on the N5 Notice of termination on the basis that the Tenant already vacated the rental unit and I consented to their request.
8. The Landlords request for costs relating to damage to the rental unit is dismissed. The Landlords failed to provide any supporting documentary photographic evidence to support the damages claimed and the evidence provided in the form of a quote for the work being done, does not provide a break down in costs or confirm all that was completed regarding any damages to the rental unit.
9. With respect to the claim for unpaid utilities, I accept that the Tenant was required to reimburse the Landlord 50% of all utility charges in accordance with their tenancy agreement with the Landlords. The lease requires that the Tenant pay 50% of the electricity, gas and water.

10. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement and therefore the Tenant must reimburse the Landlord these costs.
11. The Landlord has incurred reasonable out-of-pocket expenses of \$2,785.60 as a result of the Tenant's failure to pay heat, electricity and/or water costs as follows:
 1. 50% of the Enbridge Gas bills for the period of October 17, 2024 to July 17, 2025 in the amount of \$579.00
 2. 50% of the Hydro charges for the period of November 19, 2024 to July 31, 2025 in the amount of \$1021.60
 3. 50% of the Toronto Water/Wastewater charges for the period of May 26, 2024 to May 22, 2025 in the amount of \$1,185.00
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2025, the date the Tenant moved out of the rental unit.
2. The Landlords claim for damage to the rental unit is dismissed.
3. The Tenant shall pay to the Landlord \$4,685.72. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay to the Landlord \$2,785.60, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The total amount the Tenant must pay the Landlord is \$7,471.32.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Terri van Huisstede
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

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,599.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,099.72
Total amount owing to the Landlord	\$4,685.72