



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-103638-25

In the matter of: 619, 58 LAKESIDE TERR
BARRIE ON L4M0L5

Between: TERRY MICALLEF C/O FUSE PROPERTY MANAGEMENT INC Landlord

And

BIANCA CAMPANELLA Tenant

TERRY MICALLEF C/O FUSE PROPERTY MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict BIANCA CAMPANELLA (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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 (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 26, 2026.

Only the Landlord's Legal Representative Cassandra Weatherston attended the hearing.

As of 9:35 am, 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.

Determinations:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,850.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$11,100.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Unpaid Utilities

9. On November 12, 2025, the Landlord gave the Tenant a first N5 notice of termination. The notice alleged that the Tenant failed to pay utility costs for the rental unit, specifically electricity and water charges, thereby interfering with the Landlord's lawful rights, privileges, or interests.
10. The Landlord's evidence was that the tenancy is month-to-month and there is no written tenancy agreement presently before the Board. However, the Landlord filed Metergy Solutions bills for the period from September 2025 to March 2026 showing unpaid electricity and water charges totalling \$1,096.38, as well as a ledger showing that the Tenant had been making payments toward utility charges since 2022. I am satisfied from this evidence that payment of these utility costs formed part of the parties' tenancy arrangement and that the Tenant was responsible for those charges. The Landlord also testified that attempts were made to resolve the arrears and arrange repayment, but no agreement was reached.
11. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy, and that the Landlord incurred reasonable out-of-pocket expenses of \$1,096.38 as a result. I also find that this conduct substantially interfered with the Landlord's lawful rights, privileges, or interests, as the Landlord was required to cover charges that were the Tenant's responsibility. Because the unpaid utility charges continued beyond the voiding period in the first N5 notice, the notice was not voided.
12. Accordingly, the tenancy shall be terminated, and the Landlord is entitled to compensation for the reasonable out-of-pocket utility expenses incurred as a result of the Tenant's failure to pay those charges.

Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 25, 2026.
2. The Tenant shall pay the Landlord any rent arrears and unpaid utilities owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord **\$12,113.70**. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting March 27, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 25, 2026, then starting May 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 26, 2026.

May 14, 2026
Date Issued

Kyle Anderson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 26, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To March 26, 2026	\$10,831.32
Plus the Landlord's out-of-pocket expenses for unpaid utilities	\$1,096.38
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,113.70
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$60.82 (per day)