



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-028732-25

In the matter of: UPPER, 105 ROLLO DR
AJAX ON L1S7B8

Between: FARAH AMIRYAR Landlord
Mohammad Wahab Amiryar

And

Ahmad Masih Hakami Former Tenant
Khadim Hussain

FARAH AMIRYAR and Mohammad Wahab Amiryar (the 'Landlord') applied for an order requiring Ahmad Masih Hakami and Khadim Hussain (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

FARAH AMIRYAR and Mohammad Wahab Amiryar (the 'Landlord') applied for an order requiring Ahmad Masih Hakami and Khadim Hussain (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

FARAH AMIRYAR and Mohammad Wahab Amiryar (the 'Landlord') applied for an order requiring Ahmad Masih Hakami and Khadim Hussain (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on February 23, 2026.

The Landlord's Legal Representative, Brittney Rose Ward, the Landlord, the Tenant's Legal Representative, Vijayant Sood, and the Tenant attended the hearing.

Preliminary Issues

1. At the commencement of the hearing, the Tenant's Legal Representative ('TTR') raised a preliminary issue that the Notice of Hearing was not served in accordance with the Rules, and he only became aware of the hearing when he looked in the portal. On that basis, he

sought to have the application dismissed.

2. At the hearing, when I asked the TTR what the prejudice to the Tenant would be as all parties were present at the hearing, the parties were aware of the application, and all parties were present on the previous hearing date of November 25, 2025, when the TTR sought an adjournment, the TTR indicated there was no prejudice and was prepared to proceed on the merits.
3. The TTR further sought an adjournment, as they required additional time to upload the lease and serve further documents on the Landlord.
4. The Landlord's Legal Representative, ('LLR'), opposed this request as the TTR was in attendance on the last hearing date on November 25, 2025, and sought an adjournment on that date because he had just been retained on the matter and that adjournment was granted.
5. Pursuant to Interpretation Guideline 1, when considering an adjournment request, I consider factors including the reason for the adjournment and the position of the parties, any prejudice that may result from granting or denying the request, and the history of the proceeding including other adjournments or rescheduling. After hearing submissions from the parties, I denied the adjournment request, because the TTR failed to provide sufficient information to explain why he was unable to serve their disclosure earlier. I also considered that the TTR was already provided an adjournment on the last hearing date as he was just retained at that time. In addition, I considered that there would have been prejudice to the Landlord if this matter was adjourned for a 2nd time at the request of the TTR and the resolution of this matter would be further delayed.

Agreed Remedies

6. At the commencement of the hearing, the parties agreed that the Tenant owes the Landlord \$882.00 for unpaid water and hydro costs.
7. The Landlord requested to withdrawal the claim for rent arrears and the claim for compensation for damage, to which the Tenant consented.
8. The only outstanding matter that is being disputed is the Landlord's claim in relation to Enbridge Gas costs, and the water tank rental cost (Enercare).

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant is required to pay the Landlord \$1,501.94.
2. The Former Tenant vacated the rental unit on January 24, 2025, which is not disputed.
3. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord incurred reasonable out-of-pocket expenses of \$1,315.94 as a result of the Former Tenant's failure to pay heat, electricity and/or water costs. The Landlord did prove that they incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay Enbridge and Enercare (utilities) costs.
16. The Landlord testified and provided a signed lease as evidence (DOC ID 7422842) that was executed by the Landlord and the Tenant. The Tenant moved into the rental unit on September 15, 2023.
17. The Landlord testified that within the lease agreement the Tenant agreed to pay the gas, water and hydro costs, which included the water tank rental and Enercare maintenance. The Tenant's portion was outlined in the lease as 75%, and the Landlord was to pay the remaining 25%. The Landlord testified that the rental unit is heated by gas, which is the Enbridge utility cost.
18. The Landlord further testified that on page 3 of the lease, section 6, gas was selected as a service provided by the landlord, as the realtor completed the lease on her behalf, but it does note on the following page the Tenant is responsible for the heat. The Landlord testified that she had discussed the gas bills with the Tenant, and the Tenant has been paying the gas bills, since the Tenant moved into the rental unit. The Landlord testified that she would send the Tenant the utility bills, and the Tenant would text her back right away if anything needed to be adjusted.
19. I have applied s. 202 of the RTA and find that the real substance of the transaction is that the parties always intended that the Tenant would be responsible for paying for the heat, which is consistent with the T's practice/pattern of making these payments.
20. The Landlord testified that when she received the utility bills; gas, hydro, Enercare, and water, she would provide the Tenant with the bills. The Landlord confirmed that there is no mention on the standard lease about the water tank rental costs.
21. The Landlord provided an agreement to lease (DOC ID 7422913), which outlines page 1, section 6, that the Tenant would be responsible for the hot water rental, which was signed by the parties. The Landlord testified that the Tenant has never raised an issue previously about paying for these expenses, and I find that this forms part of the tenancy agreement.
22. The Landlord provided documentation evidence, which was copies of the Enbridge bills, and the Enercare bills.

23. The Tenant's Legal Representative did not want to cross examine the Landlord, nor did the Tenant's Legal Representative call the Tenant as a witness at the hearing even though the Tenant was present, instead the Tenant's Legal Representative, wanted to proceed with closing submissions. Therefore, I find that the Landlord's evidence and testimony to be uncontested.
24. The Tenant's Legal Representative submitted during closing submissions that within the lease agreement, there is nothing noted to establish that the Tenant is responsible for the Enercare or the Enbridge costs, and that the other agreement (DOC ID 7422913), is an agreement to lease and not a standard form lease, therefore if there is a disagreement between the parties.
25. I also need to consider that the Tenant moved into the rental property on September 15, 2023, and I find that there was a clear meeting of the minds by the parties that the Tenant would be responsible for the Enbridge and Enercare costs, in addition to the pattern of the parties, which includes the Tenant providing payment to the Landlord for the Enbridge and Enercare costs over the years of the tenancy.
26. After hearing the evidence and submissions of the parties, I have applied s. 202 of the RTA and find that the real substance of the transaction is that the parties always intended that the Tenant would be responsible for paying for the heat, which is consistent with the Tenant's practice/pattern of making these payments
27. The Landlord's application sought a total of \$1,315.94 for unpaid utilities submitted as evidence, therefore, I can only order the amount being sought by the Landlord as there was no request to amend the application to seek any additional amount for the unpaid utility costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,315.94, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs (heat, water, hydro and Enercare).
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,501.94*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Samantha Greaves
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$1,315.94
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,501.94