



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-026546-26-SA

In the matter of: 999 ISABELLA ST GD 0
BELLE EWART ON L0L1W0

Between: ELIZABETH FRAGNELLI Landlords
AMANDA FRAGNELLI

And

JOEL VANDENBROEK Tenant

ELIZABETH FRAGNELLI and AMANDA FRAGNELLI (the 'Landlords') applied for an order to terminate the tenancy and evict JOEL VANDENBROEK (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on February 23, 2026 with respect to application LTB-L-079431-25.

The Landlords' application was resolved by order LTB-L-026546-26, issued on March 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-026546-26.

This motion was heard by videoconference on May 14, 2026.

The Tenant, the Landlord, Amanda Fragnelli, and the Landlord's legal representative, Teri Landriault, attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant disputes that there was a breach of the order on the basis that they were not aware that there was an outstanding utility bill placed on the Landlords' tax roll on March 16, 2026 for \$151.37.
2. The Tenant disputes it because they feel that the Landlord ought to have reached out to them to discuss the outstanding amount prior to filing their L4 application for the breach. The Tenant submits that it was the Landlords failure to notify them that there was an amount outstanding on the account and only proceeded with eviction maliciously without giving the Tenant a chance to rectify the amount.

3. The Tenant further submits that they did reach out to the utility provider after receiving the copy of the February 23, 2026 order, but they did not formally reach out by email until March 26, 2026 to inquire as to whether or not the water bill was connected to the hydro bill. They did not inquire as to any outstanding balance on their account. This is evident as the Tenant could not provide any information about how much, if anything is owing on their account as of the hearing date.
4. The Tenant has been paying \$10.00 per week towards their bills by way of automatic payment from their bank. The Tenant further submits that they have paid more than \$10 at times but could not recall a date in which they did.
5. The utility bill has been in the Tenants name since the beginning of the tenancy in November of 2024. The Tenant receives a copy of their bill in the mail, but does not access their mailbox frequently due to the nature of their field work. Instead, they state that they call the company to find out their bill balance, but could not recall the last date they called to find the information out. In fact, even at the hearing the Tenant had no idea how much if anything they owed on their utility account. They have just been making regular \$10.00 a week payments without knowing the full balance and assuming somehow that would suffice.
6. The order that was issued on February 23, 2026 was not a consent order. The Board granted discretionary relief in the form of a condition order which required that for the duration of the tenancy, the Tenant shall pay the water utility bills in full and on time.
7. I am not satisfied that the Tenant has made any reasonable effort to either ascertain the full balance on their account or to find out if their weekly \$10.00 are adequate to ensure their account is in good standing.
8. I accept that the Tenant failed to pay their water bill in full and on time which resulted in outstanding utility charges being placed on the Landlords property tax roll on March 16, 2026.
9. The Landlords cannot access the Tenant's utility account. They are only made aware that there is an outstanding amount when they receive notification that the outstanding amount is going on their property tax roll.
10. I am satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on February 23, 2026 with respect to application LTB-L-079431-25. They did not pay their water utility in full and on time as ordered. If they had, then an outstanding amount would not have been placed on the Landlords tax roll.

The surrounding circumstances

11. Despite the exparte order that was issued on March 30, 2026 which stated that there was \$151.37 placed on the Landlord's property tax roll, the Tenant has made no efforts to either pay the Landlord the outstanding amount or to take reasonable steps to ensure that their utilities remain in good standing.
12. I find the Tenant's lackadaisical approach to their utility account and their lack of inquiry to the utility provider to be aware of their outstanding balance is unreasonable. Additionally, considering the Tenant has made no efforts prior to the hearing to pay the Landlord the amount that went on their tax bill on March 16, 2025 after being aware of it based on the

exparte order, I find it would be prejudicial to the Landlords to consider any further discretionary relief.

13. The Tenants submissions that the Landlord notify them of the outstanding amount is unreasonable considering that the Landlord cannot access the Tenants utility account to determine any outstanding balance. The Tenant appears to lack accountability for maintaining the ongoing utility account to be paid in full and on time.
14. The Landlord did not file for the Breach of the order until March 25, 2026 after the charges were placed on their account more than a week prior. The Tenant had from the January 26, 2026 hearing date to inquire as to their outstanding balance and to take steps to eliminate any outstanding charges on their utility account and they took no appropriate steps to inquire.
15. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-026546-26.
16. I accept that the Tenant has moved out all of their personal belongings from the rental unit as evidenced by the Landlord prior to April 30, 2026. The Tenant submits that they are holding the rental unit as they have no other secure place to go and no funds to pay first and last month's rent elsewhere.
17. I accept that they sleep there on occasion and still have access to the rental unit. The Tenant has their personal items in storage for the time being pending the result of their motion. The Tenant has not returned the keys to the unit as of the hearing date.
18. Although I do find a breach and do not find the Tenants explanations reasonable, I also accept that the Tenant has no place to go.
19. Given that the Tenant has already removed their personal belonging to the unit, I do not find a lengthy time appropriate before lifting the stay of the order. Even as of the hearing date the Tenant was completely unaware of how much is accruing on the outstanding utility account and the amount will likely accrue further before the Tenants departure.
20. I find giving the Tenant until May 31, 2026 appropriate before lifting the stay under all of the circumstances.
21. The Landlord made submissions regarding an allegation that the Tenant was abusing the Board's process by filing a frivolous motion, however I do not find costs appropriate under all of the circumstances. I do not find it an abuse of process for the Tenant to file a motion and be heard regarding their surrounding circumstances. The Landlords' request for costs is therefore denied.

It is ordered that:

1. The motion to set aside Order LTB-L-026546-26, issued on March 30, 2026, is denied.
2. The stay of order LTB-L-026546-26 is lifted May 31, 2026.
3. Order LTB-L-026546-26 is unchanged.

May 20, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.