



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

Citation: FRANKWARE INC. v LAUZON, 2026 ONLTB 39712

Date: 2026-05-22

File Number: LTB-L-080889-25-RV

In the matter of: A, 19 MAIN ST S
ALEXANDRIA ON K0C1A0

Between: FRANKWARE INC. Landlord

And

JOANIE LAUZON Tenant

Review Order

FRANKWARE INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JOANIE LAUZON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-080889-25 issued on December 12, 2025. Only the Landlord's Agent attended the hearing.

On January 20, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 21, 2026, interim order LTB-L-080889-25-RV-IN was issued, staying the order issued on December 12, 2025

This application was heard by videoconference on March 30, 2026.

The Landlord's Agent Frank Akujobi, the Tenant's Legal Representative Amber Miller and the Tenant attended the hearing.

Determinations:

1. Upon review of the Board's records, it appears that the Notice of Hearing was mailed to the Tenant for December 12, 2025, hearing and was returned. I find the Tenant was not notified of this hearing date and missed the scheduled date.
2. On the basis of the submissions made in the request, I am satisfied that there is a serious error in the order or that a serious error occurred in the proceedings and that the Tenant was not reasonably able to participate in the proceeding.
3. Therefore, the Tenant's request to review order LTB-L-080889-25 issued on December 12, 2025 is granted and a de-novo hearing proceeded.

De-Novo Hearing Determinations:

1. Order LTB-L-080889-25 issued on December 12, 2025 is cancelled and replaced with the following:
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$726.11. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$23.87. This amount is calculated as follows: $\$726.11 \times 12$, divided by 365 days.
6. The Tenant has paid \$726.11 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$5,808.88.
8. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenant did not dispute the arrears sought by the Landlord.
11. At the hearing the Tenant raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): hydro/utility responsibility.
12. The Tenant testified that hydro had been treated as included in the tenancy arrangement since approximately 2016. She stated that she was not required to place hydro in her own name until issues arose in or around 2025. The Tenant described receiving notices from the utility provider indicating account irregularities, including a transition from a commercial classification to a residential classification, which resulted in billing adjustments.
13. She further stated that she was not clearly advised at the time of the Landlord's purchase of the property that hydro would be solely her responsibility. The Tenant's position, when read fairly, is that hydro had been treated in practice as included in rent or inconsistently enforced, giving rise to an implied term or shared responsibility.
14. The Tenant relied primarily on utility correspondence showing account restructuring and on her long-term occupancy in the unit. However, she did not produce a written lease establishing hydro as included in rent, nor any documentary proof that the Landlord or prior owners consistently paid hydro on her behalf.
15. The Landlord produced a signed estoppel certificate dated shortly before his purchase of the property. The certificate confirmed an oral tenancy agreement and rent particulars but contained no term requiring the Landlord to pay hydro. The Landlord testified that when he purchased the property in March 2023, he was informed by the prior owner that tenants were responsible for utilities, including hydro.

16. Shortly after purchase, he attended the property, introduced himself to the tenants, and instructed them to place hydro accounts in their own names. He stated that this instruction was consistent across all units in the building, including both residential and commercial occupants. The Landlord also relied on text messages from March 2023 instructing the Tenant to place hydro in her name, and later messages in 2025 referencing that earlier instruction.
17. The central issue is whether hydro was a tenant obligation forming part of the tenancy from the outset, or whether hydro was an implied or included term that the Landlord improperly altered. The Board finds that there is no written lease establishing hydro as included in rent, no documentary proof of landlord payment of hydro at any time, and that the estoppel certificate is neutral on the allocation of utility responsibility. The Tenant's assertion that hydro was historically included is not supported by independent evidence. In contrast, the Landlord's evidence demonstrates early and explicit instruction that hydro was to be placed in the Tenant's name.
18. In assessing credibility and weight, the Board finds the Landlord's evidence to be consistent and supported by documentary proof. The Tenant's evidence is primarily recollection-based and dependent on assumptions arising from long-term occupancy. The Tenant acknowledged that there is no written lease and no documentary proof of landlord-paid hydro. The utility irregularities described by the Tenant appear to stem from administrative reclassification of the account rather than from any promise that hydro was included in rent.
19. Under section 202 of the 'Act', the Board must determine the real substance of the tenancy arrangement. A term shifting a fundamental financial obligation, such as hydro, cannot be implied without clear evidence of intention, consistent past practice, and mutual assent. The Tenant did not establish any of these elements. The Tenant did not prove that the landlord (or previous landlord) clearly promised or told them something they relied on. They also didn't show that they made a decision based on that promise and were harmed because of it. Also, mistakes or delays in how utility bills were handled are just administrative issues—they don't change who is legally responsible under the law ("the Act")
20. After reviewing all of the evidence, I find that hydro was not proven to be included in rent. There is no lease or binding agreement making the Landlord responsible for hydro. The estoppel certificate does not assist the Tenant. The Landlord's version is supported by written instructions and documentary evidence. The hydro issue is therefore a billing and account matter, not a legal defence to rent arrears.
21. For these reasons, the Board orders that the Tenant has not established that hydro was included in rent or that the Landlord was responsible for hydro charges.
22. As a result, the Tenant's section 82 issue regarding hydro/utility responsibility will be dismissed.
23. I requested both parties make submissions on eviction. The Landlord requested that the Board consider an 11-day standard order.

24. The Tenant's Legal Representative Ms. Miller requested the Board consider a payment plan between \$75-\$100 per month until the arrears are satisfied. I consider the payment plan as follows:

- At \$75.00 per month, it would take approximately 80 months to pay the arrears
- At \$100 per month, it would take approximately 60 months to pay the arrears

25. Lastly, Ms. Miller submitted that, should the Board be inclined to order eviction, a 60-day extension be granted due to the Tenant's mobility issues.

26. I find it difficult and unrealistic to accept the Tenant's position. The proposed outcomes are speculative in nature and may or may not materialize. The Tenant did not provide sufficient evidence to support these anticipated circumstances. Further delay of the eviction would be prejudicial to the Landlord, particularly given that the Landlord is a small-scale operator. It also appears that the Tenant is no longer able to sustain the tenancy in this rental unit. However, in recognition of the Tenant's mobility concerns, I will grant a limited extension of the eviction.

27. 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 not be unfair to postpone the eviction until June 20, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,505.10 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,231.21 if the payment is made on or before June 20, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 20, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,042.87. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$23.87 per day for the use of the unit starting March 31, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 20, 2026, then starting June 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 21, 2026.

May 22, 2026
Date Issued

Anthony Bruno
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 expires on December 21, 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 to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$7,987.21
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$726.11
Total the Tenant must pay to continue the tenancy	\$7,505.10

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 20, 2026

Rent Owing To June 30, 2026	\$8,713.32
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$726.11
Total the Tenant must pay to continue the tenancy	\$8,231.21

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,524.98
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$726.11
Total amount owing to the Landlord	\$6,042.87
Plus daily compensation owing for each day of occupation starting March 31, 2026	\$23.87 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	