



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

File Number: LTB-L-057228-25

In the matter of: Main Level, 1170 HICKORY RD
WINDSOR ON N8Y3S4

Between: Anthony Herrington Landlords
Julie Herrington

And

John Davis Tenants
Isabella Clark

Anthony Herrington and Julie Herrington (the 'Landlords') applied for an order to terminate the tenancy and evict John Davis and Isabella Clark (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 25, 2026.

The Landlords' Legal Representative, Ali Bukhari and the Tenant, John Davis attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,429.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.98. This amount is calculated as follows: \$1,429.00 x 12, divided by 365 days.
5. The Tenants have paid \$11,270.00 to the Landlords since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$148.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$1,400.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$42.01 is owing to the Tenants for the period from December 1, 2024 to February 25, 2026.

Section 82 Issues

10. The residential complex is a duplex and the Tenants rent the lower unit in the residential complex. The Tenant, John Davis ('JD') testified that as per his lease agreement, he was responsible for paying 100% of the utilities for gas and electricity for his rental unit and moved the bills for the lower unit into his name.
11. JD testified that he subsequently learned that he had been paying the gas bill for the entire residential complex as there was no separate gas line for the upper unit. JD testified that he communicated this to the Landlords on January 22, 2025 and a new water heater and gas line were installed on March 18, 2025. JD testified that he paid 100% of the utilities for the gas for the entire residential complex for the period of December 2024 through to March 2025.
12. The Landlords' Legal Representative did not deny that the Tenants were to pay for their own utilities or that the Tenants had paid the utilities for both the upper and lower unit as JD alleges.
13. JD testified that he paid the following amounts:
 1. Enbridge gas for the period of December 11, 2024 to January 10, 2025, in the amount of \$142.99;
 2. Enbridge gas for the period of January 11, 2025 to February 10, 2025, in the amount of \$201.11;
 3. Enbridge gas for the period of February 11, 2025 to March 12, 2025, in the amount of \$154.78; and
 4. Enbridge gas for the period of March 13, 2025 to April 6, 2025 in the amount of \$75.45.
14. Photos of the gas bills were entered as evidence for these periods.
15. JD testified that his bill for the period of March 13, 2025 to April 6, 2025 dropped by over half as he was no longer paying the gas bill for the upper unit.
16. JD testified that he informed the Landlords of the overpayments but has not been offered any remedy by the Landlords for his overpayment of the utilities.
17. I am satisfied based on the uncontested evidence before me that the Landlords substantially interfered with the Tenants' reasonable enjoyment of the residential unit by requiring the Tenants to incur the costs of paying for the gas bill for both the upper and lower unit.

18. The Tenants sought a rent abatement of \$40.00 per month for the periods of December 2024 through to March 2025 which is a rent abatement of approximately 2.8% for four months, as these were the periods for which the Tenants paid the full utilities and was not reimbursed by the Landlords.
19. An abatement of rent is a contractual remedy designed to address the idea that Tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
20. In the case before me, the Tenants were inconvenienced by having to pay the utilities for the entire residential complex which he had not bargained for at the outset of his tenancy. I find that an abatement of \$40.00 per month for the four-month period claimed by the Tenants is reasonable in the circumstances.
21. However, in this case, the Tenants were not entitled to withhold an amount from the rent and the rent arrears were outstanding as of the date of the hearing.
22. As the amount of the abatement exceeds the amount of the rent arrears but there were arrears as of the date of the application, the Tenants shall be ordered to pay the balance of the outstanding filing fee incurred by the Landlords.

It is ordered that:

1. The Tenants shall pay to the Landlords \$174.00, for the cost of filing the application.
2. If the Tenants do not pay the Landlords the full amount owing on or before June 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 2, 2026, at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Christopher Lin
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.