



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-011590-26

In the matter of: UNIT 1, 59 REYNIER DR
BRAMPTON ON L6Z 1L2

Between: Sahathevan Muhunthan Landlord

and

Denise Lohnes
Riley Lohnes Tenants

Sahathevan Muhunthan (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Lohnes and Riley Lohnes (the 'Tenants') because the Tenants has been persistently late in paying the Tenants' rent. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 29, 2026.

The Landlord and the Tenants attended the hearing. The Tenant, Denise Lohnes, testified on behalf of the Tenants.

Determinations:

Persistent late payment of rent - Validity of the N8 Notice

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On November 11, 2025, the Landlord served the Tenant with a Notice to End your Tenancy at the End of the Term ('N8 Notice') with a termination date of January 31, 2026.
3. The N8 Notice was served pursuant to subsection 58(2) of *Residential Tenancies Act, 2006* (the 'Act') which provides:

"The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term."

4. I indicated to the parties that in accordance with subsection 58(2) of the Act, the termination date should be the end of the tenancy term which would be March 31, 2026.
5. In this case, the termination date contained in this N8 notice is January 31, 2026, which is prior to the end of the tenancy term. Although the Tenant acknowledged receipt of the notice at the hearing, I find that the N8 Notice does not comply with the requirements set out in subsection 58(2) and is therefore invalid. For these reasons, the Landlord's request to terminate the tenancy is denied.

Compensation for unpaid utilities

6. It is undisputed that the tenancy agreement mutually signed by the parties on April 29, 2025 provides that the Tenants will be responsible for 50% of the utilities (electricity, heat and water). It also provides that the Landlord will provide all bills on a monthly basis.
7. The application includes "water tank charge" as a utility expense. Subsection 2(1) of the Act defines "utilities" as heat, electricity and water. A water tank is not a "utility" as defined by the Act and is not properly claimed in this application.
8. The Landlord's application claims other utility expenses totaling \$1,411.23; however, the Landlord testified at the hearing that they incurred out-of-pocket expense of \$1,562.00 due to the Tenants' failure to pay heat, electricity, and water costs. Ms. Lohnes asserted that certain payments had not been accounted for and the Landlord acknowledged that the outstanding utility balance required adjustment to reflect those payments.
9. I held the matter down several times to allow the Landlord an opportunity to organize their materials and upload the utility statements in order to accurately confirm the outstanding balance; however, the Landlord was unable to do so.
10. Ultimately, the Landlord was unable to upload the utility statements in support of their claim and I am not satisfied that the amount claimed is for utilities or correctly calculated by the Landlord. Further, I find the Landlord's evidence regarding the amount owed for utilities to be inconsistent. Therefore, I am not satisfied that the Landlord has proven on a balance of probabilities that he incurred or will incur reasonable out-of-pocket expenses as a result of the Tenants' failure to pay heat, electricity and/or water costs.

It is ordered that:

1. The Landlord's application is dismissed.

May 22, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.