



Order under Section 69/ 88.1/ 88.2 Residential Tenancies Act, 2006

Citation: Tong v Darvish, 2026 ONLTB 41090

Date: 2026-05-22

File Number: LTB-L-007860-26

In the matter of: 62 BUD LEGGETT CRES
KESWICK ON L4P0T1

Between: Siu Ming Tong Landlord

And

Banafsheh Darvish Tenants
Parya Eshraghi

Siu Ming Tong (the 'Landlord') applied for an order to terminate the tenancy and evict Banafsheh Darvish and Parya Eshraghi (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

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 May 14, 2026. Only the Landlord attended the hearing.

As of 11:00 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants 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.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on May 11, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,600.00. It was due on the 10th day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The Landlord collected a \$300.00 key deposit that they wished to credit towards the arrears, therefore, the Tenants shall receive a credit of \$300.00.
7. The rent arrears owing to May 11, 2026 are \$16,136.72.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$63.38 is owing to the Tenant for the period from July 10, 2025 to May 11, 2026.
11. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. *Residential Tenancies Act, 2006* (the 'Act') defines *utilities* as heat, electricity and water. Some of the charges included amounts for the hot water tank rental that the Tenants also agreed to pay pursuant to the tenancy agreement.
12. Section 88.1 says that a landlord may apply to the Board for an order requiring a tenant to pay the reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of conduct that the tenant engaged in that substantially interfered with a lawful right privilege or interest or reasonable enjoyment. The Act also provides a distinction that those costs must be different from those that are recoverable pursuant to section 88.2 (utilities) and section 89 (damages) of the Act.
13. These additional charges are different from those recoverable pursuant to the sections noted above, the Tenants agreed to pay those charges pursuant to the tenancy agreement but failed to do so. Therefore, I find that it substantially interfered with a lawful right privilege or interest and/or the reasonable enjoyment of the Landlord.
14. The Landlord has incurred reasonable out-of-pocket expenses of \$3,390.17 as a result of the Tenants' failure to pay utility costs. The Landlord testified that pursuant to the tenancy agreement the Tenants were responsible to pay for all utilities with respect to this tenancy and were required to put the bills in their name with the requisite utility provider, but the Tenants failed to do so.
15. Prior to the hearing the Landlord served on the Tenants their evidence package which included charges that came due after the application was filed. Therefore, the application

was amended to reflect those charges and for an order pursuant to subsection 88.1 of the Act. This order reflects that change.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 11, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$12,659.34. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlord \$3,390.17 which represents the reasonable out-of-pocket expense that the Landlord incurred as a result of the Tenants failing to pay for utilities and the conduct of the Tenants that substantially interfered with the Landlord pursuant to the tenancy agreement.
4. If the Tenants do not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Curtis Begg
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$16,436.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,600.00
Less the amount of the interest on the last month's rent deposit	- \$63.38
Less the amount of the credit that the Tenant is entitled to	- \$300.00
Total amount owing to the Landlord	\$12,659.34