



AMENDED ORDER
Order under Section 88.2
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-050876-25-AM

In the matter of: 1314 Walker Lake Drive
Huntsville ON P1H2J6

Between: Martin Sewell Landlord
Lindsay Sewell

And

Jennifer Margaret Macduff Former Tenant

Pursuant to a request filed by the Landlord on May 26, 2026 this order is amended to correct a clerical error in the total amount of utilities owed to the Landlord.

The amendment is bold highlighted for ease of reference.

Martin Sewell and Lindsay Sewell (the 'Landlord') applied for an order requiring Jennifer Margaret Macduff (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's 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 28, 2026.

Only the Landlord attended the hearing.

As of 9:47am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

3. These documents were served on February 3, 2026 by mail and email.
4. The tenancy began on October 14, 2024 for a fixed term of one year ending on October 13, 2025.
5. The Former Tenant vacated the rental unit on June 15, 2025 on an agreement with the Landlord to terminate the tenancy.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord claims the Former Tenant failed to pay the hydro costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord filed evidence with the Board (DOC-5859074) and (DOC-7184333) to support the claims in the application.
10. The position of the Landlord is the Landlord lived in the rental unit before renting to the Former Tenant.
11. The Landlord took the utility account out of his name and expected the Former Tenant to take over the account by putting in their name and the Former Tenant did not.
12. The Landlord got a notice from the utility company that there was no registered name on the account. This is the first time the Landlord was made aware the Former Tenant had not assumed the account.
13. The Former Tenant vacated the rental unit having not put the utility account in their name and having never paid for the hydro.
14. A text message in the Landlord's evidence indicates the Landlord texted the Former Tenant on June 10, 2025 stating:

Hi Martin,

I've received the Hydro PDF – I will review, and ensure that is paid by June 15th.

15. The Landlord submitted copies of the unpaid utility amounts as evidence to support his claim for the amount owed by the Former Tenant (DOC-5852611).
16. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application and the amount the reasonable out-of-pocket expenses of ~~\$2,298.50~~ **\$4598.50** the Landlord incurred as a result of the Former Tenant's failure to pay the hydro costs.
12. There is no last month's rent deposit.
13. The Landlord paid \$186.00 costs for filing the application and is entitled to those costs.
14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord ~~\$2,298.50~~ **\$4598.50**, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is ~~\$2,484.50~~ **\$4,784.50***. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

May 29, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$2,298.50 <u>\$4598.50</u>
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,484.50 <u>\$4,784.50</u>