



Order under Section 69/88.2 Residential Tenancies Act, 2006

File Number: LTB-L-005632-26

In the matter of: Upper Unit, 58 BRAIDWOOD LAKE RD
BRAMPTON ON L6Z1X6

Between: James Munian Landlord

And

Andrew Hoffman Tenant

James Munian (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Hoffman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the '**L1 Application**').

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement (the '**L2 Application**').

This application was heard by videoconference on April 23, 2026.

The Landlord, the Landlord's agent, Elizabeth Muriah, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. The Tenant moved out pursuant to the notice of termination. The Landlord says the Tenant moved out on January 29, 2026, but the Tenant says he moved out on December 20, 2025. I prefer the evidence from the Tenant on this point.
3. I say this because the Tenant says he sent an email to the Landlord on January 10, 2026, telling him that he had moved out and telling him where he left the keys. The Tenant provided testimony on this point in a detailed and consistent manner and I have no reason to disbelieve him. At the hearing, the Tenant provided a copy of the email dated January 10, 2026, which informs the Landlord that he has moved out and left the keys in the mailbox. While I recognize that this email does not explicitly say the Tenant moved out on December 20, 2026, I find that this email directly contradicts the Landlord's testimony that

the Tenant moved out on January 29, 2026. As the Tenant provided credible testimony as well as documentary evidence which contradicts the Landlord's testimony, I am persuaded on the balance of probabilities that the Tenant moved out of the rental unit on December 20, 2025, as he described.

4. As the Tenant moved out on December 20, 2025, the outstanding arrears are calculated to that date. There is no dispute that the Landlord was not holding a last month's rent deposit.
5. The monthly rent was \$1,600.00 and the Tenant acknowledges that he failed to pay rent to the Landlord for November or December 2025. This means the outstanding arrears for the period commencing November 1, 2025, to December 20, 2025, is **\$2,652.05**. This is calculated as follows:

$$\begin{aligned}
 & \$1,600.00 \text{ (November's rent)} \\
 & \text{December's rent } (\$1,600.00 \times 12) \div 365 = \$52.60 \text{ per day} \\
 & \$52.60 \times 20 = \$1,052.05 \\
 & \$1,600.00 \text{ (for November)} + \$1,052.05 \text{ (for December)} = \mathbf{\$2,652.05}
 \end{aligned}$$

6. The Tenant has requested 4 months to pay these outstanding arrears. The Landlord is agreeable to a 2 month deadline. I see no reason to delay this payment past the 2-months the Landlord has suggested, particularly since over one month has already passed since the hearing date. An order will therefore issue requiring the Tenant to pay the outstanding arrears by June 23, 2026.
7. The Landlord incurred costs in the amount of \$186.00 for filing the L1 application and he is entitled to be reimbursed for those costs.

L2 Application For Outstanding Utility Costs

8. For the following reasons, the Landlord's L2 application must be dismissed.
9. The Landlord produced two documents at the hearing; one page of the lease agreement which confirms that the Tenant was responsible for paying utility costs, and a second handwritten agreement confirming that the parties agreed that the Tenant would pay 70% of the gas, hydro and cable bills. The handwritten agreement also confirms that the Tenant would make these payments "upon presentation of monthly billings".
10. There was no dispute at the hearing that the Landlord failed to show to the Tenant the monthly bills. While it may be true that the Landlord created a spreadsheet with various monthly utility amounts, this is not the same as showing the Tenant the monthly utility bills and the spreadsheet does not comply with the terms of the written agreement.
11. Furthermore, the Tenant says that he has refused to pay the monthly utility costs because the Landlord consistently refused to show him the bills and he was unable to ascertain the 70% of the amount he was responsible for paying. This was particularly difficult because the Tenant only lived in a portion of the house, but the utility bills were for the entire house. The Tenant says that, without seeing the actual utility bills, he had no way of knowing how much he owed to the Landlord each month.
12. Based on the evidence before me, I am satisfied that the Landlord failed to adhere to the terms of the handwritten agreement between the parties. As the Landlord failed to adhere

to the terms of the agreement, I am not satisfied that the Tenant was responsible for paying any portion of the utility costs. For these reasons, the Landlord's L2 application must be dismissed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,652.05 for outstanding arrears and \$186.00 for the costs of filing the application. The total amount the Tenant owes to the Landlord is \$2,838.05.
2. On or before June 23, 2026, the Tenant shall pay to the Landlord \$2,838.05 for arrears and costs.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord's L2 application is dismissed.

May 29, 2026
Date Issued

Laura Hartslief
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.