



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sidhu v Philippillai, 2026 ONLTB 42579

Date: 2026-06-01

File Number: LTB-L-000242-26

In the matter of: COACH HOUSE, 3 OAKMOOR LANE
MARKHAM ON L6B0B3

Between: Guravtar Sidhu Landlord

And

Michael Philippillai Tenant

Guravtar Sidhu (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Philippillai (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 Tenant has been persistently late in paying the Tenant's rent.

In the L2 Application, the Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 14, 2026.

Only the Landlord's representative Deborah Facey, attended the hearing.

As of 10:56 AM, the Tenant was 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 withdrew their applications related to termination of the tenancy because the Tenant vacated the rental unit on March 8, 2026, pursuant to an eviction order in file LTB-L-103811-25.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 8, 2026.
4. On December 12, 2025, the Landlord gave the Tenant an N5 notice of termination which alleges the Tenant failed to pay utilities in the amount of \$3,000.00. Attached to the N5 notice of termination was details of each utility company and the amounts owing.
5. The Landlord sought monetary compensation for the unpaid utilities and provided receipts showing the amount charged. Further evidence was presented at the hearing for the utilities that came due for the months of December 2025, through to March 2026.
6. The Tenant failed to pay the utilities that they were required to pay under the terms of the tenancy agreement in the amount of \$3,500.00 from June 2024, through March 2026.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,500.00 for unpaid utilities.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$3,686.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026

Date Issued

Jeanie Theoharis

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.

