



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

File Number: LTB-L-019014-26

In the matter of: Main Floor Unit, 3 ALPACA DR
SCARBOROUGH ON M1J2Z8

Between: Muhammad Khan Landlord

And

Vestinian Mihai Tenants
Roberto Ion
Mioara Mihai
Diana-Anudi Alecu
Florin Mihai
Leonardo Mihai

Muhammad Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Vestinian Mihai, Roberto Ion, Mioara Mihai, Diana-Anudi Alecu, Florin Mihai and Leonardo Mihai (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Muhammad Khan (the 'Landlord') also applied for an order requiring Vestinian Mihai, Roberto Ion, Mioara Mihai, Diana-Anudi Alecu, Florin Mihai and Leonardo Mihai (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 7, 2026.

The Landlord and the Landlord's Agent, Saba Khan, attended the hearing.

As of 10:51 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:

L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,200.00. It is due on the 12th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 11, 2026, are \$19,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$49.53 is owing to the Tenants for the period from August 12, 2025, to May 7, 2026.

Relief from eviction

10. The Landlord and the Landlord's Agent provided that they were unaware of any circumstance of the Tenants that would support denying or delaying eviction. The Tenants did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
11. The Landlord and the Landlord's Agent provided that the Tenants were hard to deal with and destructive and that the Tenants were denying entry to the rental unit and were physically abusive towards the Landlord and Landlord's Agent.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenants shall pay the Landlord for unpaid utilities.
14. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
15. The Landlord was claiming a total of \$3,774.26 in unpaid utilities. The Landlord provided a copy of the lease and a copy of the claimed unpaid utilities. The lease indicates that the

Tenants are responsible for all utilities including “electricity, heating, gas, water, telecommunications, and waste services.” And the Landlord included claims for charges for solid waste management and a hot water tank rental.

16. Section 2 of the Act provides that utilities include “heat, electricity, and water.” As it relates to the unpaid heat, electricity, and water charges I am satisfied that the Tenants were responsible for these utilities under the lease and have failed to pay these utilities which has resulted in out-of-pocket expenses to the Landlord. The Landlord provided copies of the utility bills for the rental unit that are in the Landlord’s name and the Landlord explained that the bills were all provided to the Tenants, but the Tenants refused to pay so the Landlord had to pay the bills.
17. The only issue is that the Landlord was also claiming that solid waste management and hot water tank rental were utilities.
18. In reviewing other orders of the Board, there are no consistent findings, and I am not aware of, nor was I pointed to binding case law covering whether these items ought to be included in the definition of “utilities”.
19. The Landlord acknowledged that section 4 of the Act indicates that a provision in a tenancy agreement that is inconsistent with the Act is void and that if solid waste management was not included in the definition of a utility, then that amount should not be claimed as an unpaid utility. I am satisfied that the cost of solid waste management was not intended to be a utility under section 2 of the Act otherwise it would have been specifically included in the definition of utility.
20. Therefore, the Landlord shall not be permitted to claim costs for solid waste management services and those amounts shall be deducted from the total claimed.
21. However, the Landlord submitted that the hot water tank rental should be considered a utility as the act does define “water” as a utility and does provide that a Tenant can be responsible for water.
22. I am not persuaded by this position. In fact, it is the Landlord’s responsibility to provide vital services and in my view providing hot water is no different than providing heat. Furnaces are frequently rented by homeowners, yet landlords typically do not attempt to offload the cost of providing heat to their tenants by having tenants pay for the furnace rental.
23. Given hot water is also a vital service, and rental fees are not stipulated within the definition of utilities found in s. 2 of the Act, I am not of the view that legislature intended rental fees associated with providing vital services to tenants to be a cost that ought to be born by tenants.
24. As such, the Landlord shall not be permitted to claim costs for the hot water tank rental and those amounts shall be deducted from the total amount claimed.
25. The Landlord claimed a total of \$3,774.26 in unpaid utilities. \$428.80 was for solid waste management and \$181.13 was for hot water tank rentals.

26. I am satisfied that the Tenants failed to pay the heat, electricity, and water costs they were required to pay under the terms of the lease.
27. Deducting the solid waste management and hot water tank rental, I am satisfied that the Landlord has incurred \$3,164.33 for the out-of-pocket expenses for the Tenants' failure to pay the heat, electricity, and water costs.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$22,586.00 if the payment is made on or before June 11, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,786.00 if the payment is made on or before June 13, 2026. See Schedule 1 for the calculation of the amount owing.
2. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 13, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 3. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 13, 2026.**
 4. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,671.93. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 5. The Tenants shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting May 8, 2026, until the date the Tenants move out of the unit.
 6. If the Tenants do not pay the Landlord the full amount owing on or before June 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.
 7. If the unit is not vacated on or before June 13, 2026, then starting June 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 14, 2026.

L2 Application

9. The Tenants shall pay to the Landlord \$3,164.33, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
10. If the Tenants do not pay the Landlord the full amount owing on or before June 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Nicole Pedron
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 14, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 11, 2026

Rent Owing To June 11, 2026	\$22,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 13, 2026

Rent Owing To July 11, 2026	\$25,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,786.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,735.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$49.53
Total amount owing to the Landlord	\$15,671.93
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	