



**Order under Section 79 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-015506-26

In the matter of: 1639 MARINA DR
FORT ERIE ON L2A0C9

Between: Tauhid Khan Landlords
Sonia Ahmed

And

Sarah Tilson Tenant

Tauhid Khan and Sonia Ahmed (the 'Landlords') applied for an order to terminate the tenancy and evict Sarah Tilson (the 'Tenant') because the Landlords believe that the Tenant abandoned the unit.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

Tauhid Khan and Sonia Ahmed (the 'Landlords') also applied for an order requiring Sarah Tilson (the 'Tenant') to pay the Landlords' 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.

Tauhid Khan and Sonia Ahmed (the 'Landlords') also applied for an order requiring Sarah Tilson (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs the Landlords has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 30, 2026.

Only Landlord's legal representative, Maria Rayson and the Landlords attended the hearing.

As of 10:07 a.m., 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 Landlords' evidence.

Determinations:

Abandoned Unit

1. As explained below, the Tenant was not in possession of the rental unit on the date the application was filed.
2. The Tenant was in arrears of rent. The Landlord had previously obtained a Board order for rental arrears under file LTB-L-063162-25, issued on November 24, 2025, which confirmed arrears owing up to October 31, 2025.
3. The Landlord, Tauhid Khan ("TK"), testified that on November 22, 2025, the Landlords received a call from the City of Fort Erie advising that a neighbour had entered the rental unit due to concerns that a window had been left open, lights remained on, and a tap could be heard running.
4. TK testified that he attended the rental unit with a police officer on the same day and observed that there was little to no furniture remaining in the unit, garbage had been left throughout the premises, expired food remained in the refrigerator, and the toilets had run dry and were in a deplorable condition. The overall condition of the rental unit indicated that it had not been occupied for some time.
5. Based on the evidence before me, I find that the rental unit was abandoned as of November 22, 2025. In making this finding, I have considered that: (a) the Tenant was significantly in arrears of rent; (b) the majority of the Tenant's furniture and personal belongings had been removed from the rental unit; (c) the condition of the unit, including expired food, garbage accumulation, and dry toilets, was inconsistent with ongoing occupation; and (d) there was no evidence that the Tenant intended to return to reside in the unit. Taken together, these circumstances support the conclusion that the Tenant had vacated and abandoned the rental unit on or before November 22, 2025.
6. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Compensation for unpaid utilities

8. At the hearing, the Landlords established that, pursuant to the tenancy agreement, the Tenant was responsible for the payment of utility costs and failed to pay those amounts. However, upon further review of the application and the relevant statutory provisions, I find that the Landlords' claim for compensation for unpaid utility costs cannot proceed under an L2 application.
9. Section 88.2(1) of the *Residential Tenancies Act, 2006* (the "Act") permits a landlord to apply to the Board for an order requiring a tenant or former tenant to pay certain costs where, while in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the tenancy agreement.

10. I have found that the Tenant abandoned the rental unit on or before November 22, 2025. The Landlords filed the L2 application on February 21, 2026, approximately three months after the Tenant ceased to be in possession of the rental unit.
11. As the Tenant was not in possession of the rental unit on the date the application was filed, the Board lacks jurisdiction to consider the Landlords' claim for unpaid utility costs under a L2 application. Accordingly, that portion of the application must be dismissed.

Compensation for damages

12. As noted above, the application was filed on February 21, 2026, after the Tenant had ceased to be in possession of the rental unit. The Landlords seek compensation for damages pursuant to section 89 of the *Act* through an L2 application. However, because the Tenant was no longer in possession of the rental unit when the application was filed, the Board lacks jurisdiction to consider the Landlords' claim for damages under section 89 of the *Act* in this proceeding. Accordingly, that portion of the application must be dismissed.
13. I have considered whether the Landlords' claims for unpaid utility costs and damages should be amended and permitted to proceed as an L10 application. However, I find that such an amendment would not be appropriate. The *Act* and the Board's Rules establish distinct procedural and service requirements for claims against former tenants, including requirements intended to ensure that former tenants receive proper notice of the proceeding. Permitting the claims to proceed as an L10 application within this L2 proceeding could prejudice the Tenant by circumventing those requirements. Accordingly, the claims for unpaid utility costs and damages are dismissed without prejudice to the Landlords' right to commence a separate L10 application, subject to the requirements and limitation periods prescribed by the *Act*.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated, as of November 22, 2025.
2. The portions of the L2 application regarding unpaid utilities and damages is dismissed without prejudice.
3. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlords the full amount owing on or before June 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Christina Philp
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.