



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Colalillo v Blaskovich, 2026 ONLTB 45218

Date: 2026-06-10

File Number: LTB-L-108175-25

In the matter of: 1, 846 DUKE ST
CAMBRIDGE ON N3H3T9

Between: Adam Colalillo Landlords
Lucas Colalillo

And

Dustin Blaskovich Tenants
Carrie Johnson

Adam Colalillo and Lucas Colalillo (the 'Landlords') applied for an order to terminate the tenancy and evict Dustin Blaskovich and Carrie Johnson (the 'Tenants') 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 Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

Adam Colalillo and Lucas Colalillo (the 'Landlords') also applied for an order requiring Dustin Blaskovich and Carrie Johnson (the 'Tenants') 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.

This application was heard by videoconference on May 15, 2026.

The Landlords' property manager (also a Landlord), Beni Colalillo and the second-named Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On December 2, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: The Landlord received a water bill for the Tenants' unit which was excessive. "Due to the failure to promptly report the leak, the Landlord has incurred \$2,935.08 in excessive water charges beyond normal usage. This amount is now being assigned to you for reimbursement."
4. For clarity purposes, this application was heard uncontested on April 9, 2026 but due to some confusion regarding the lease, I adjourned the matter to May 15, 2026 where both parties attended.
5. The Landlord stated that he received a water bill on September 24, 2025 of \$3,248.52 for the period from July 15, 2025 to September 19, 2025 for the rental unit. He stated that something had to have been leaking or not working properly for the bill to be 10 times the amount that it normally is. He stated that he did receive a report from the Tenants on September 21, 2025 that there was an issue with the toilet running but that the Tenants must have been aware of a previous leak and they failed to notify him.
6. The Landlord stated that the Tenants were responsible for payment of the water and that they failed to reimburse the Landlords for this invoice.
7. He uploaded two different leases to the portal on April 6, 2026 where one lease showed that the Landlords were responsible for the water expenses and one lease showed that the Tenants were responsible for the water expenses. He stated that he uploaded an incorrect lease accidentally and that the correct lease showed that the Tenants were responsible for the water payments.
8. The Tenant also uploaded a lease which showed that the Landlord was responsible for the water expenses and she confirmed that she has never paid water invoices while residing in the unit.
9. The Tenant further provided a copy of the rental ad for the rental property that stated that utilities were included with the rent.
10. The Tenant stated that the building has always had plumbing issues and previous water damage and so a large water bill would not be unexpected. She maintained that all utilities were included in the rent payment for the unit and that she had done nothing to damage any plumbing in the unit.

Analysis

11. Section 64 of the *Residential Tenancies Act*, 2006 (the "Act") states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant."

12. The lease that the Landlord testified is the correct lease whereby the Tenants are responsible for the water expenses is blurry, blue-tinged and appears to be manipulated. Further the N5 notice details set out that the Tenants would only owe the excess amount of the water bill taking into consideration that the Landlord normally pays for the quarterly water bill. This further confirms that the Landlords pay the utility.
13. The Landlord did not provide any previous payments from the Tenants for water bills or any correspondence between the parties regarding the payment of historical water bills. Further, he did not provide any report or invoice from a plumber setting out any damage done to any plumbing fixtures by the Tenants. Finally, the Landlord's submission of a manipulated lease confirms that the Landlord's evidence is not credible.
14. Based on the evidence provided, I find that the Landlords are responsible for the water bills as set out on the correct lease between the parties. Further, no evidence was provided to suggest any interference or damage by the Tenants to cause an increased water bill. As such, the Tenants are not responsible for payment of the water bill.

It is ordered that:

1. The Landlords' application is dismissed.

June 10, 2026
Date Issued

Carrie Bertrand
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.