



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Rutten v Cunningham, 2026 ONLTB 45963

Date: 2026-06-16

File Number: LTB-L-039013-25

In the matter of: Lower, 216 Waterloo Street
London Ontario N6B2N3

Between: Teresa Rutten Landlord

And

Tanja Cunningham Tenant

Teresa Rutten (the 'Landlord') applied for an order to terminate the tenancy and evict Tanja Cunningham (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (*L1 Application*); and,
- 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 (*L2 Application*)

The Landlord 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.

This application was heard by videoconference on May 5, 2026, and reconvened on June 8, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

1. The Tenant advised that the interim order LTB-L-093013-25, issued on May 8, 2026, contains a clerical error. The date the hearing was held was no April 28, 2026, as stated on the order. Rather, the hearing occurred on May 5, 2026.
2. When checking the Board's records, including the hearing schedule as found in Tribunals Ontario Portal ('portal') and the adjournment sheet, I confirmed that the date of the interim order was incorrectly stated as April 28, 2026.

3. As there are final determinations made in the interim order pertaining to both of the Landlord's L1 and L2 applications in that order, this final order shall amend the order issued on May 8, 2026, to correct the date of the hearing.

Reconvened

4. The matter was reconvened because the hearing concluded on May 5, 2026, without having heard the Landlord's request for the cost of unpaid utilities as found on the Landlord's L2 application.

Post-Hearing Submissions

5. After the hearing concluded, the Tenant submitted unsolicited post-hearing submissions. No explanation was provided for why the submissions were not filed on time. In the absence of such reasoning, and in fairness to the Landlord, I have not considered any of the post-hearing submissions in my determination.

Landlord's T2 Application

6. The Landlord 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.
7. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$516.23.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Landlord submits that the Tenant agreed to pay 50% of the water utility bill and provided a copy of the lease which indicates same. The Tenant lives in the basement unit of the Landlord's home. However, the Landlord states that the Tenant is not complying with paying her portion of the utility bill. She seeks \$850.50 for the unpaid water utility.
10. In support, the Landlord submitted a copy of a statement which goes back to November 2018, shortly before the tenancy began. The statement, printed on February 26, 2026, from the City of London and lists the rental address, includes the billing periods, consumption, and the amounts charged. This was provided to the Tenant in advance of the hearing.
11. The Tenant disputes that she is required to pay for the water utility, although she does not dispute having signed the lease. She says that when she was going to move in, the Landlord initially planned to get separate meters. However, the Landlord found out this was very costly and instead the parties agreed to the 50% fee.
12. However, the Tenant says that the City of London, who administers the water in the community, gives the individuals a certain block of "free" water. When you use more than what is anticipated, then you are charged accordingly.

13. The tenancy began in December 2018. In March 2019, the Landlord brought the issue of the water payment to the Tenant, and the Tenant agreed to pay \$23.00 each month which the Board understands is 50% of the monthly minimum delivery charge. The Tenant does not believe she should have to pay anything above this amount, which she has been paying since March 2019, because she has never been given any invoices for the water. Further, she does not believe she uses much of the water and so she should not have to pay 50%.
14. The Landlord says that in February 2022, she did ask her to pay 50% of the water charges as stated in the lease, but the Tenant refused.

Analysis

15. For the following reasons, I find that the Landlord is entitled to 50% of the water utility bills from February 23, 2022 to February 10, 2026, which is the last billing period provided for on the statement.
16. The Tenant argues she should not be responsible for 50% of the water bill because she did not agree to the terms. However, the Tenant agrees she signed the lease. The lease says "(i) Electricity...plus (ii) one-half of the water/sewage bill. (London Hydro)." In my view, the Tenant knew, or ought to have known, that she would be required to pay 50% of the water utility bill as it is clearly stated in the lease documents which she did not dispute.
17. The Tenant also argues that the Landlord acquiesced to the Tenant's non-payment of the water utility by not providing her with bills and by not following up with her about the non-payment of the water bills until "four years later."
18. The evidence was that the Landlord began in earnest to request the water bills be paid in February 2022.
19. I agree with the Tenant's submissions that the Landlord, by failing to provide the bills and by not following up on the non-payment of the water utility bills, acquiesced to the non-payment of the water bills between March 2019 and February 2022. Or, at the very least, the Landlord accepted the \$23.00 which the Tenant was paying and waived collection of the remainder.
20. However, the Landlord sought to enforce her lawful rights beginning in February 2022. At this point, the Landlord was entitled to 50% of the water utility bills and the Tenant, by agreeing to this term in the lease, agreed to pay it.
21. I do not find it relevant whether the Landlord intended to have separate meters prior to the tenancy commencing, because the Tenant signed the lease agreeing to pay 50% of the water utility. For the same reason, I am also not persuaded that the Tenant should not be responsible for 50% of the water utility because she does not use 50% of the water. The Tenant signed the lease and as such, is responsible for the terms within it.
22. I calculated the water utility bills from February 2022 to the last billing period included in the water statement which is a period of 38 billing periods (months). I calculate this amount to be \$2,780.46. The Tenant was responsible for half of this which I find to be

\$1,390.23. The Tenant has been paying \$23.00 per month towards this. The Tenant has already paid \$874.00 (38 months x \$23.00 per month). Therefore, the Tenant owes the difference which I find to be \$516.23 (\$1,390.23 – \$874.00).

23. The Tenant shall pay to the Landlord \$516.23.

24. The Landlord paid \$201.00 for the cost of filing the application is entitled to reimbursement of that cost.

25. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$516.23 for unpaid utilities.
2. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$717.23.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026, at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Jane Dean
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.