



**Order under Section 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-029026-26

In the matter of: 724, 1182 King Street West
Toronto ON M6K1E6

Between: Nabil Mahmood Landlord

And

Madison Noakes Tenant

Nabil Mahmood (the 'Landlord') applied for an order requiring Madison Noakes (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 June 11, 2026.

Only the Landlord attended the hearing.

As of 9:35 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 Landlord's evidence.

Determinations:

1. This application is about unpaid utility bills. For the reasons that follow, I am satisfied that the Tenant is responsible for paying the utility bill of water and electricity under the tenancy agreement and the tenant failed to do so. As such, the Tenant is ordered to pay to the Landlord \$1,181.08 plus the application filing fee on or before June 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The application was filed on April 1, 2026. In the application, the Landlord sought \$1,979.65 in an unpaid utility of water and electricity for the billing period starting September 24, 2025 up to March 24, 2026 which covered consumption from August 15, 2025 to March 15, 2026.
4. At the hearing, the Landlord claimed the Tenant made payments towards the utility bills since the application has been filed and the balance owing to the Landlord is now \$1,181.08.

5. The tenancy between the Landlord and the Tenant started June 1, 2025. The Landlord provided as evidence the lease agreement which demonstrated that under section 6 the Tenant is responsible to pay the water and electricity. Pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'), water is a utility. Therefore, the Landlord is entitled to make a claim for unpaid utilities for the period of consumption ending March 15, 2026.
6. The water and electricity are under one bill and the bill is kept under the Landlord's name. The Tenant is responsible to pay the Landlord once the Landlord provides the bill to the Tenant. The Landlord provided into evidence all of the utility bills for the period of consumption starting August 15, 2025 up to March 15, 2026.
7. Based on the uncontested evidence before me, I am satisfied that the Tenant failed to pay the utility bill that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has reasonable out-of-pocket expenses of \$1,181.08 as a result of the Tenant's failure to pay the electricity and water.
9. 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 \$1,181.08 which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs of water and electricity for the period up to March 15, 2026.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Landlord does not pay the Tenant the full amount owing on or before June 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026

Date Issued

Paula West Oreskovich

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.