



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-033613-26

In the matter of: B17, 422 WESTMOUNT AVE
SUDBURY ON P3A5V5

Between: 2667974 Ontario Inc., MECA Properties Inc. Landlord

And

Adam Fishman Tenant

2667974 Ontario Inc., MECA Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Fishman (the 'Tenant') 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 Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord also applied for an order requiring Adam Fishman (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 17, 2026.

Only the Landlord's legal representative, Jennifer Fiegehen, attended the hearing.

As of 9:51 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. The parties entered into a fixed-term tenancy ending September 30, 2026. Therefore, the tenancy is terminated effective September 30, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On April 8, 2026, the Landlord served the Tenant with an N5 Notice of Termination. The notice alleges that from October 1, 2025, to the date of the notice, the Tenant failed to place the required utility accounts (Greater Sudbury Utilities, Enbridge Gas, and @Home Energy) in their name, as required by the tenancy agreement. The Landlord incurred costs totalling \$373.95 for these utilities.
4. The Tenant did not correct this breach within seven days of receiving the N5 notice. The Landlord's legal representative submitted that only \$2.00 had been paid, leaving an outstanding balance of \$371.95. Accordingly, the Tenant did not void the notice pursuant to s. 64(3) of the Residential Tenancies Act, 2006 (the "Act").
5. I am satisfied that the Tenant's failure to assume responsibility for the utilities, as required, constitutes a breach of the tenancy agreement and substantially interferes with the Landlord's lawful interests.

N8 Notice of Termination

6. On April 8, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: the tenant has persistently paid their rent late.

Persistently Late

7. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late five times in the past 5 months from November 2025 to March 2026.
8. The Landlord's legal representative submitted that since the application was filed in April 2026, the Tenant has continued to pay the rent late, as of the hearing date, rent arrears total \$4,369.95. A copy of the Tenant's ledger was submitted into evidence. A separate L1 application (file number LTB-L-043692-26) has been filed with respect to those arrears.
9. Based on the evidence before me, I find that the Tenant has persistently failed to pay rent on time within the meaning of s. 58 of the Act.

Daily compensation, NSF charges, rent deposit

10. The Tenant was required to pay the Landlord \$3,220.28 in daily compensation for use and occupation of the rental unit for the period from April 30, 2026, to June 17, 2026.
11. Based on the monthly rent, the daily compensation is \$65.72. This amount is calculated as follows: \$1,999.00 x 12, divided by 365 days.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,999.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$30.94 is owing to the Tenant for the period from September 22, 2025, to June 17, 2026, for a total of \$2,029.94.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for unpaid utilities

15. The Tenant failed to pay utilities (heat, electricity, and/or water costs) that they were required to pay under the terms of the tenancy agreement.
16. As a result, the Landlord has incurred reasonable out-of-pocket expenses of \$371.95 as a result of the Tenant's failure to the utilities.

Relief from eviction

17. The Landlord seeks termination of the tenancy. When asked about the Tenant's circumstances, the Landlord's legal representative submitted that they are not aware of any factors that would warrant delaying or denying eviction.
18. The Tenant did not attend the hearing to provide submissions or evidence in support of granting relief from eviction.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 30, 2026.
2. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 October 1, 2026.

4. The Tenant shall pay to the Landlord \$3,220.28, which represents compensation for the use of the unit from April 30, 2026, to June 17, 2026.
5. The Tenant shall also pay the Landlord compensation of \$65.72 per day for the use of the unit starting June 18, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$373.95, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,029.94 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. After applying the rent deposit and interest, the total amount the Tenant owes the Landlord is \$1,750.29, plus any ongoing daily compensation.
10. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026

Date Issued

Teresa Hunt

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 of the Tenant expires on April 1, 2027 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.

