



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

File Number: LTB-L-014821-26

In the matter of: Unit A, 143 Mill Street
Parkhill ON N0M2K0

Between: F4 Properties Inc. Landlord

And

Charles Haugh Tenant
Colton De Melo

F4 Properties Inc. (the 'Landlord') applied for an order requiring Charles Haugh and Colton De Melo (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 April 29, 2026.

Only the Landlord's Agent, Garrett Boekestyn attended the hearing.

As of 10:17 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. Therefore, the Tenant shall pay to the Landlord \$1,755,49 which represents compensation for the unpaid utilities and the cost of filing this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. There is no last month's rent deposit.

Compensation for Unpaid Utilities

5. The Landlord's Agent, Garrett Boekestyn ('GB') testified that as per the lease agreement entered into evidence by the Landlord, the Tenant is responsible for the utilities for water, gas and hydro. The lease agreement states that the Tenant will be charged for half the water bill.
6. GG entered into evidence the following water bills from the Municipality of North Middlesex:
 - a. \$515.75 for the water bill for the period of October 1, 2024 to Dec 31, 2024;
 - b. \$551.84 for the water bill for the period of Jan 1, 2025 to March 31, 2025;
 - c. \$574.24 for the water bill for the period of April 1, 2025 to June 30, 2025;
 - d. \$592.16 for the water bill for the period of July 1, 2025 to September 30, 2025;
 - e. \$576.48 for the water bill for the period of October 1, 2025 to December 31, 2025;
and
 - f. \$328.52 for the water bill for the period of January 1, 2026 to March 31, 2026.
7. As the Tenant is responsible for half the water bills for these periods as per the lease, the total amount owing by the Tenant is \$1,569.49.
8. Based on the uncontested evidence before me, I am satisfied that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord has incurred reasonable out-of-pocket expenses of \$1,569.49 as a result of the Tenant's failure to pay water costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,569.49, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$1,755.49.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Christopher Lin
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.