



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

File Number: LTB-L-106754-25

In the matter of: 8 Grove Cres.
SAULT STE. MARIE ON P6B5V5

Between: Williams & McDaniel Property Management Landlord

And

Amanda Tara Williams Tenant
Clint Wolfe

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Tara Williams and Clint Wolfe (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, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Williams & McDaniel Property Management (the 'Landlord') also applied for an order requiring Amanda Tara Williams and Clint Wolfe (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 2, 2026.

Only the Landlord's agent, Aaron Willing, and the Landlord's legal representative, John Andersen, attended the hearing.

As of 9:31am, 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. At the hearing, the Landlord's agent stated that the Tenants vacated the rental unit on January 31, 2026. The Landlord is only seeking compensation for the out-of-pocket expenses that the Landlord had to pay because the Tenants did not pay utility costs that

they were required to pay under the terms of the tenancy agreement while they were living in the rental unit.

2. The Landlord filed a request to amend the application to include additional costs that only became known to the Landlord after they filed the application. The Landlord's legal representative stated that they served the request to amend and a copy of the notice of hearing on the Tenants on March 26, 2026.
3. Based on the evidence provided, I am satisfied that the Tenants had notice of the additional costs the Landlords were seeking and the Landlords' request to amend the application is granted. The application is amended to state that the Landlord is seeking \$8,932.51 in reasonable out-of-pocket expenses the Landlords incurred or will incur as a result of the unpaid utility costs.

Compensation for unpaid utility costs

4. The Landlord's agent testified that under the tenancy agreement, the Tenant was responsible for paying the Hydro utilities through PUC Services Inc.
5. The Landlord's agent testified, and filed invoices, showing that \$8,932.51 for PUC remains outstanding as a result of the Tenant not paying the utilities. I am therefore satisfied that the Tenant failed to pay utility costs they were required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses of \$8,932.51.
6. 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 tenancy between the Landlord and the Tenant is terminated as of January 31, 2026.
2. The Tenant shall pay to the Landlord \$8,932.51, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$9,118.51.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Colin Elsby
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.