



**Order under Section 89
Residential Tenancies Act, 2006**

Citation: Leonard v Glover, 2024 ONLTB 12535

Date: 2024-02-21

File Number: LTB-L-076776-22

In the matter of: 142 Pleasant Drive
Napaneer ON K0K2Z0

Between: Graeme Leonard
Tamica Leonard

Landlords

And

Steven Glover
Lisa Glover

Former Tenants

Graeme Leonard and Tamica Leonard (the 'Landlords') applied for an order requiring (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on February 8, 2024.

The Landlord, Graeme Leonard representing both Landlords, the Landlords' Legal Representative, Dara Saunders, and the Landlords' witness, contractor Brian Banks, attended the hearing.

As of 9:46 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlords **\$32,457.00** by March 3, 2024.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

3. The Notice of Hearing was served by the Board on August 15, 2023, by email.
4. The Former Tenants vacated the rental unit on June 30, 2022.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for damage

6. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
7. The Landlords' Legal Representative presented into evidence pictures of the damage as well as repair invoice which showed that the Landlords incurred reasonable costs of \$32,271.00 to repair the damage and/or replace property that was damaged and could reasonably be repaired.
8. The Landlords' witness testified to the repair work that was done on the rental unit as well as he verified that the invoice presented was in fact correct.
9. The Landlords also incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlords **\$32,271.00**, which represents the reasonable costs the Landlords incurred as a result of the damage.
2. The Former Tenants shall also pay to the Landlords **\$186.00** for the cost of filing the application.
3. If the Former Tenants do not pay the Landlords the full amount owing on or before March 3, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from March 4, 2024, at 7.00% annually on the balance outstanding.

February 21, 2024
Date Issued

Michael Di Salle

Michael Di Salle
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.