



Order under Section 89 Residential Tenancies Act, 2006

Citation: Judd v Nakawungu, 2024 ONLTB 9605

Date: 2024-02-06

File Number: LTB-L-014014-23

In the matter of: Main, 261 Wallace Avenue
Welland Ontario L3B1R7

Between: Francesca Judd Landlord
2193022 Ontario Inc

And

Rosette Nakawungu Former Tenant

Francesca Judd and 2193022 Ontario Inc (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 11, 2024.

Only the Landlord's agent, Francesca Judd, attended the hearing.

As of 3:55pm, the Former Tenant was/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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant owes the Landlord \$1,938.40.

2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant 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.
4. These documents were served on December 15, 2023 by mailing the documents to the Former Tenant's current address.
5. The Landlord's agent submitted that a tracing company was hired to find the Former Tenants current address.
6. The Former Tenant vacated the rental unit on September 4, 2022.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

8. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or residential complex. The Former Tenant caused damage by burning the kitchen counter, putting holes in the walls, breaking a window in the garage and removing items from the rental unit. In addition the Former Tenant left large items like a bed mattress, three dining room chairs, an entertainment cabinet and other large items of furniture the Landlord had to pay to have removed.
9. The Landlord incurred reasonable costs of \$1,737.40 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
10. The Landlord submitted photos as evidence to support her claim for the damage costs in the application.
11. The Landlord also provided copies of invoices that were paid by the Landlord for the costs being claimed in the application that the Landlord incurred as a result of the Former Tenant willfully or negligently causing damage to the rental unit.
12. There is no last month's rent deposit.
13. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,737.40, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,938.40*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 17, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from February 18, 2024 at 7.00% annually on the balance outstanding.

February 6, 2024

Date Issued

Greg Brocanier

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.

* Refer to the attached Summary of Calculations.

**Schedule 1 SUMMARY
OF CALCULATIONS**

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$1,737.40
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$1,938.40