



Order under Section 88.2 89 Residential Tenancies Act, 2006

Citation: Vortsman v Fowler, 2024 ONLTB 15989

Date: 2024-03-08

File Number: LTB-L-032509-23

In the matter of: 1 (Upper Level), 9 ALLAN DR ST
CATHARINES ON L2N5S4

Between: Felix Vortsman Landlord
Corinne Vortsman

And

Amanda Fowler Former Tenant

Felix Vortsman and Corinne Vortsman (the 'Landlord') applied for an order requiring Amanda Fowler (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Felix Vortsman and Corinne Vortsman (the 'Landlord') applied for an order requiring Amanda Fowler (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 February 20, 2024.

The Landlord's legal representative, Kelly Hawkes, and the Landlord attended the hearing.

As of 10:32am, the Former Tenant was 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 shall pay to the Landlord \$5,686.24 for the unpaid utilities, the damage and costs the Landlord is claiming.
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 January 4, 2024 by email. The Landlord submitted a copy of the tenancy agreement indicating the Former Tenant agreed to receive notices and documents by email.
5. The Former Tenant vacated the rental unit on February 1, 2023.

Compensation utility costs

8. The Former Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord submitted a copy of the tenancy agreement indicating the Former Tenant was responsible for the water and the electricity.
10. The Landlord incurred reasonable out-of-pocket expenses of \$842.69 as a result of the Former Tenant's failure to pay electricity and water costs.
11. The Landlord submitted into evidence copies of the unpaid utility bills to support his claim.
12. With the evidence before me and on a balance of probabilities I find the Former Tenant did not pay the electricity and water bills and therefore owes the Landlord \$842.69.

Compensation for damage

12. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
13. The Landlord incurred reasonable costs of \$4,657.55 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

14. The Landlord submitted a copy of invoices paid by the Landlord for the damage caused by the Former Tenant.
15. The Landlord also submitted an incoming checklist signed by the Landlord and the Former Tenant indicating the rental unit was in a good state of repair. The damaged items are checked as in a good state of repair at the time the Former Tenant took possession of the rental unit.
16. With the evidence before me and on a balance of probabilities I find the Landlord has proven his claim for the damage caused by the Former Tenant and therefore the Former Tenant shall pay to the Landlord \$4,657.55.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. 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.
18. 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 also pay to the Landlord \$842.69, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$4,657.55, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$5,686.24*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 19, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from March 20, 2024 at 7.00% annually on the balance outstanding.

March 8, 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:

Utility Costs	\$842.69
Damage Costs	\$4,657.55
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,686.24

2024 ONLTB 15989 (CanLII)