



Order under Section 87 88.2 89 Residential Tenancies Act, 2006

Citation: Maggu v Sarai, 2024 ONLTB 61940

Date: 2024-08-27

File Number: LTB-L-075743-23

In the matter of: 86 Leadenhall Road
Brampton Ontario L7A4G2

Between: Manmeet Maggu Landlord

And

Kamaljit Singh Sarai
Kuldeep Kaur Sarai Former Tenants

Manmeet Maggu (the 'Landlord') applied for an order requiring Kamaljit Singh Sarai and Kuldeep Kaur Sarai (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Former Tenants 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on July 9, 2024.

Only the Landlord attended the hearing.

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 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 Tenants shall pay to the Landlord \$21,692.64, on or before September 7, 2024.

2. I am satisfied that the Landlord served the Former Tenants 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. These documents were served on Kamaljit Singh Sarai, on April 20, 2024 by handing the documents to an adult person at 130 Clarence St. Brampton, ON L6W 1S9. The documents were served on Kuldeep Kaur Sarai, on April 20, 2024, via personal service.
4. The Former Tenants vacated the rental unit on August 6, 2023.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for Unpaid Utilities

6. Pursuant to section 88.2 of the *Residential Tenancies Act, 2006*, the ("Act"), the Landlord's application included a claim for unpaid utilities. At the hearing, the Landlord sought to withdraw the unpaid utilities claim. Pursuant to section 200(2) of the Act, I consented to the Landlord's request to withdraw their utility claim.

Rent and daily compensation owing

7. The lawful rent was \$3,300.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: $\$3,300.00 \times 12$, divided by 365 days.
9. The Landlord is seeking seven months compensation of rental arrears between February 1, 2023 and August 31, 2023.
10. The tenancy ended on as a result of the Former Tenants moving out in accordance with a notice of termination. Therefore, the Former Tenants' obligation to pay rent ended on August 6, 2023.
11. The Former Tenants have not made any payments since the application was filed.
12. The rent arrears and daily compensation owing to August 6, 2023 are \$20,179.14.

Compensation for Damage

13. The Landlord testified that after the Former Tenants vacated, a unit inspection was conducted. The inspection revealed damage caused by the Former Tenants. The Landlord testified that some of the damage caused was covered through insurance, however, the following damages were not.
14. The hallway carpet was found torn and stained. Per the Landlord's contractor, the carpet cannot be repaired and must be replaced.

15. The Landlord submitted a confirmation of an e-mail transfer sent to Gracious Hardwood for a total of \$860.00. The Landlord alleges that installing hardwood was the same price as replacing the carpet. This damage was not covered by insurance.
16. The Landlord testified that the rental unit was left with substantial damage to the drywall. The Landlord relied on photos taken of the unit where it is evident that the drywall was smashed or punched in, in several locations. The Landlord testified that the cost to repair and paint the drywall totaled \$2,825.00, the Landlord submitted a copy of invoice No. 6018 from Evergold Painting. This damage was not covered by insurance.
17. The Landlord testified that he was required to pay \$1,000.00 towards the deductible of his insurance claim due to the damages caused by the Former Tenants. The Landlord requests the return of the insurance deductible and submitted a copy of the invoice No. SI-20477 for the insurance deductible charge.
18. Based on the uncontested evidence before me, on a balance of probabilities, I find that 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 by causing damage to the carpet and walls of the rental unit.
19. I find that the Landlord incurred reasonable costs of \$4,685.00 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
20. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

21. The Landlord collected a rent deposit of \$3,300.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.
22. Interest on the rent deposit, in the amount of \$72.50 is owing to the Former Tenants for the period from June 1, 2022 to August 6, 2023.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$20,179.14, which represents rent and compensation owing up to August 6, 2023.
2. The Former Tenants shall also pay to the Landlord \$4,685.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.

4. The Landlord owes \$3,372.50 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
5. The total amount the Former Tenants owes the Landlord is \$21,692.64*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before September 7, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from September 8, 2024 at 7.00% annually on the balance outstanding.

August 27, 2024
Date Issued

Mayra Sawicki
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 Tenants must pay the Landlord:

Rent and Compensation Owing To	\$20,179.14
Damage Costs	\$4,685.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$3,372.50
Total amount owing to the Landlord	\$21,692.64

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