



**Order under Section 87 88.2 89
Residential Tenancies Act, 2006**

Citation: Matute v Wilson, 2024 ONLTB 17537

Date: 2024-03-12

File Number: LTB-L-000553-23

In the matter of: 106 HOSPITAL DR
PETERBOROUGH ON K9J2X4

Between: Tibisay Matute Landlord

And

Terry Wilson Former Tenant
Tiffany Delorme

Tibisay Matute (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Tibisay Matute (the 'Landlord') applied for an order requiring (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.

Tibisay Matute (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 25, 2024.

The Landlord's legal representative, Crystal Francey, and the Landlord attended the hearing.

As of 1:25pm, 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 owes \$14,778.91 to the Landlord.
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 20, 2023 by email. The Former Tenant agreed to receive documents by email pursuant to the tenancy agreement. The Landlord submitted a copy of the tenancy agreement that indicated the Former Tenant agreed to service by email.
5. The Former Tenant vacated the rental unit on January 31, 2022.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. Rent and daily compensation owing
8. The lawful rent was \$2,402.26. It was due on the 15th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$78.98. This amount is calculated as follows: \$2,402.26 x 12, divided by 365 days.
10. The tenancy ended on January 31, 2022 as a result of the Former Tenant moving out in accordance with an N11 notice of termination. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. The rent arrears owing for the period from October 15, 2022 to January 14, 2023 are \$5,606.78.
12. The daily compensation owing for the period from January 15, 2023 to January 31, 2023 are \$1,342.66
13. The Former Tenant has not made any payments since the application was filed.
14. There is no last month's rent deposit.

15. With the uncontested evidence before me and on a balance of probabilities I find the total rent arrears and daily compensation the Former Tenant owes the Landlord for the period from October 15, 2022 to January 31, 2023 are \$6,949.44.

Compensation unpaid utility costs

15. The Former Tenant failed to pay water utility costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord submitted a copy of the tenancy agreement as evidence to support the Landlord's claim the water was to be paid by the Former Tenant.
17. The Landlord incurred reasonable out-of-pocket expenses of \$1,145.97 as a result of the Former Tenant's failure to pay the water and sewage costs.
18. The Landlord submitted a copy of a letter from the Peterborough Utilities Group advising the Landlord the unpaid water bill would be added to his property taxes if not paid.
19. With the uncontested evidence before me and on a balance of probabilities I find the Former Tenant owes the Landlord for unpaid water bills in the amount of \$1,145.97.

Compensation for damage

19. As explained below, the Landlord has not proved the allegations contained in the application on a balance of probabilities. Therefore, damage claim portion of the Landlord's application is dismissed.
20. The Landlord claims the Former Tenant, wilfully or negligently caused undue damage to the rental unit by leaving garbage, dirtied appliances, leaving the rental unit in a state of uncleanliness and damage to a porch carpet. The Landlord incurred reasonable costs of \$6,497.50 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
21. The Landlord is claiming to be reimbursed for the clean up and the products required for the clean up of the rental unit.
22. The damage the Landlord is claiming is as follows:
- a) A covered porch with a few garbage bags and some recycling bins.
 - b) A kitchen door with an older deadbolt style lock.
 - c) Kitchen cupboards with wear marks by the handles.

- d) Dirtied stove and fridge.
- e) Living room hardwood floors with scratches
- f) Beds left in bedrooms.
- g) Dirtied bathroom shower stall.
- h) Various rooms with small holes.
- i) Damaged porch carpet and concrete floor.

Landlord Evidence

- 23. The Landlord submitted photos to support her claim of the damage caused by the Former Tenant.
- 24. The photos show the state of the rental unit in disrepair. The Former Tenant left 2 large beds in one of the bedrooms. While I consider general surface cleaning to be in the normal course of doing business as a landlord, I do not find it unreasonable to grant landlord's cost for having to remove large items, or an excessive amount of garbage.
- 25. There are multiple bags of garbage in the covered porch, dog feces throughout the basement, deep scratches in the hardwood floor, burns on the counter and holes in the walls of the rental unit.
- 26. Based on the uncontested photographic evidence submitted by the Landlord I find on a balance of probabilities that the Former Tenant caused wilful or neglectful damage to the rental unit.
- 27. Given the above the Landlord's request for costs in the amount of \$6,497.50 is granted.
- 23. The Landlord incurred costs of \$186.00 for filing the application and entitled to reimbursement of those costs.
- 24. 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.
- 25. 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 \$6,949.44 which represents rent and compensation owing up to January 31, 2023.

2. The Former Tenant shall also pay to the Landlord \$1,145.97, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$6,497.50, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 23, 2024, the Landlord will start to owe interest. This will be simple interest calculated from March 24, 2024 at 7.00% annually on the balance outstanding.

March 12, 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.