



**Order under Section 89, 88  
Residential Tenancies Act, 2006**

**Citation:** 1923047 ONTARIO INC. v MANLEY, 2024 ONLTB 14255

**Date:** 2024-02-26

**File Number:** LTB-L-013621-23

**In the matter of:** 2, 593 HURONTARIO ST  
COLLINGWOOD ON L9Y2N4

**Between:** 1923047 ONTARIO INC. Landlord

**And**

VICTORIA MANLEY Former Tenant  
BRANDON MANLEY

The Landlord applied for an order for compensation for out of pocket expenses, for damages to the unit caused by the wilful act of the Tenant or former Tenant, another occupant of the rental unit or a person permitted in the residential complex by the Tenant or former Tenant, and also for a month's rent for the Tenant's failure to terminate the lease in accordance with the *Residential Tenancies Act, 2006*, (the "Act").

This application was heard by videoconference on December 7, 2023.

The Landlord's representative Allison Macsporrán attended the hearing.

As of 12:00 pm, 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:**

**L10 Application**

1. On November 22, 2022, the Landlord filed an L10 application to recover compensation for damages to the rental unit that were discovered after the Tenant vacated. That application was filed under sections 89 of the Act, which provides:

## Application for compensation for damage

**89** (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

### Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(a) while the tenant is in possession of the rental unit; or

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

2. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, I will order the former Tenant to pay the put of pocket expenses to the Landlord, one month's rent and the costs of this application.
3. 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.
4. These documents were served on 30 October 2023 by email.
5. The Former Tenant vacated the rental unit on September 28, 2022.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The Landlord is seeking total damages in the amount of \$10,708.55, as the costs he incurred to renovate the unit after the Tenant moved out. He provided receipts to prove these costs.
8. I am satisfied, based on the uncontested evidence of the Landlord's agent, Jason Meade, that the unit was in virtually new condition when the Tenant moved in. I am also satisfied that the damage to the unit was caused while the Tenant was in possession of the unit.
9. I am also satisfied that the Tenant or former Tenant, another occupant of the rental unit or a person permitted in the residential complex by the Tenant or former Tenant, wilfully or negligently caused undue damage to the rental unit or the residential complex.

10. The Landlord is also seeking, one month's rent in the amount of \$1,500.00, as the Tenant did not vacate the unit in keeping with the provisions in the Act, and the Landlord was not able to rent the unit one month after the Tenant vacated the unit, due to the renovations needed.

11. Section 88 of the Act provides:

**Arrears of rent when tenant abandons or vacates without notice**

**88** (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.

12. I am satisfied that the Former Tenant vacated the unit, without giving notice of termination, in accordance with the Act and that no agreement to terminate has been made or the Landlord has not given notice to terminate the tenancy.

13. As a result, the Landlord is entitled to arrears of rent in accordance with s. 44(2) of the Act, in the amount of two month's rent.

14. However, pursuant to s. 16 of the Act, the Landlord is under a duty to mitigate his losses, which he did in this case.

15. He only seeks one month's rent, as it took that long to re-lease the unit.

16. The Landlord is entitled to \$1,517.10, for one month's rent.

17. The Landlord is also entitled to the filing fee of \$201.00.

18. There is no last month's rent deposit.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
2. The total amount the Former Tenant owes the Landlord is \$12,426.65\*. See Schedule 1 for the calculation of the amount owing.

3. If the Former Tenant does not pay the Landlord the full amount owing on or before March 8, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from March 9, 2024 at 7.00% annually on the balance outstanding.

**February 26, 2024**

**Date Issued**

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James Campbell  
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:**

Application Filing Fee	
Out of pocket expenses for damages to unit	
One month's rent	
Total amount owing to the Landlord	

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