



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

Citation: Curtis v Drover, 2023 ONLTB 81956

Date: 2023-12-20

File Number: LTB-L-004895-23

In the matter of: 1 Portage Lake Road
Seguin Ontario P2A2W8

Between: Dean Curtis Landlord

And

Tonya Drover Former Tenant

Dean Curtis (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owe.

Dean Curtis (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.

Dean Curtis (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 August 31, 2023.

Only the Landlord and the Landlord's Legal Representative, Glenn Gosling, attended the hearing.

As of 11:38 a.m., 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 remedies as explained below are granted.
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 October 5, 2022 by hand to the Tenant's new address in Newfoundland. An affidavit of serves was filed on the portal.
5. The Former Tenant vacated the rental unit on March 31, 2022.
8. The application was filed on September 6, 2022, within one year after the Former Tenant ceased to be in possession of the rental unit.
9. Based on the rent, the daily rent/compensation is \$76.49. This amount is calculated as follows: $\$2,326.59 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The rent arrears and daily compensation owing to March 31, 2022 are \$4,177.22.
12. There is no last month's rent deposit.
14. The Former Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
15. The Landlord incurred reasonable out-of-pocket expenses of \$2,642.09 as a result of the Former Tenant's failure to pay heat, electricity and/or water costs. The costs are comprised of propane bills from Georgian Bay Propane Inc. for November 1, 2021 through March 1, 2022.
16. The Landlord referred to supporting documentation in evidence for all the above; the Tenant was served all supporting documentation.

18. 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.
19. The Landlord testified that work was needed on the property after the Tenant vacated; the required work was well beyond that of regular wear and tear. It is a large 5-bedroom waterfront home on 11 acres. Four dumpsters were required to empty the home/property of the items the Tenant left behind such as clothing and broken furniture, there was also dog waste and excessive dog hair in the heating vents. The home was not in a 'sweep clean' condition, it took 150-man hours and over \$200.00 of cleaning supplies to make it presentable. It took 60 man-hours to patch walls and repair damaged trim and paint the interior. A small shed-like building on the property needed to be dismantled, this had been put up without the Landlord's consent, and repairs to the dock as it appeared to have been crashed into. The invoice from G.P. Renovation dated May 14, 2022, sets out all of these costs; the invoice totals \$28,229.74 including taxes. The Landlord also testified that the invoice from Dean Curtis dated April 13, 2022 sets out other work necessary on the property, including having to work with a dump truck to remove garbage on the lot. This invoice totaled \$4,536.58. The Landlord further testified that the invoice included all light bulbs being replaced with low-voltage bulbs, and this amount can be removed. The Landlord submitted that 1/3 off the \$414.43, \$136.62, that included other work was fair. Therefore, this invoice would be $\$4,536.58 - \$136.62 = \$4,399.96$. Thus, the total of these two invoices is \$32,629.70.
20. Based on the uncontested testimony and evidence before me, I find the Landlord incurred reasonable costs of \$32, 629.70 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired. The Landlord testified in detail as to the work required to be done as outlined in the invoices.
21. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
22. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,177.22, which represents rent and compensation owing up to March 31, 2022.
2. The Former Tenant shall also pay to the Landlord \$2,642.09, 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 \$32,629.70, which represents the reasonable costs the Landlord incurred as a result of the damage.

4. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
1. The total amount the Former Tenant owes the Landlord is \$39,650.01*. See Schedule 1 for the calculation of the amount owing. **This amount is subject to the monetary jurisdiction set out in section 207(1) of the Act, therefore, the Landlord is entitled to a maximum of \$35,000.00.**
5. If the Former Tenant does not pay the Landlord the full amount owing on or before December 31, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from January 1, 2024 at 7.00% annually on the balance outstanding.

December 20, 2023

Date Issued

15 Grosvenor Street, Ground Floor Toronto
ON M7A 2G6

Diane Wade

Member, Landlord and Tenant Board

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:

Rent and Compensation Owing To	\$4,177.22
Utility Costs	\$2,642.09
Damage Costs	\$32,629.70
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$39,650.01