



**Order under Section 88.1, 88.2 & 89  
Residential Tenancies Act, 2006**

**Citation:** Sivaguranathan v Castro Paola, 2023 ONLTB 71137

**Date:** 2023-10-27

**File Number:** LTB-L-061560-22

**In the matter of:** Main Floor-1 Pixley Crescent Scarborough,  
ON M1E 3G5

**Between:** Raveendran Sivaguranathan Landlord

**And**

Calderon Castro Paola Former  
Ruiz Jimenez Mario Israel Tenants

Raveendran Sivaguranathan (the 'Landlord') applied for an order requiring Calderon Castro Paola and Ruiz Jimenez Mario Israel (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.

Further, the Landlord 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.

Further, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred as a result of the Former Tenants or someone else visiting or living in the rental substantially interfering with the Landlord's reasonable enjoyment or lawful right, privilege or interest.

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

Only the Landlord attended the hearing.

As of 9:43 am, 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 be ordered to pay to the Landlord \$1,920.21.
2. I am satisfied that the Landlord served the Former Tenants with the application at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. The application was served upon the Former Tenants by the Landlord by e-mail on June 12, 2023. The Board sent by e-mail the Notice of Hearing to both Landlord and the Former Tenants on May 31, 2023. As such, on the basis of that evidence, I made the finding that the Former Tenants had adequate notice of both the hearing date and the application prior to the hearing date and the hearing proceeded in the absence of the Former Tenants.
4. The Former Tenants vacated the rental unit on April 24, 2022.

#### *Utilities*

5. The Former Tenants failed to pay gas, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
6. The Landlord incurred reasonable out-of-pocket expenses of \$469.21 as a result of the Former Tenants' failure to pay gas, electricity and water costs.
7. The Landlord testified that the Former Tenants were required to pay \$244.16 to the City of Toronto for water for the period from February 20, 2022 and April 24, 2022.
8. The Landlord testified that the Former Tenants were required to pay \$136.86 to Enbridge for gas use for the period from March 17, 2022 to April 24, 2022.
9. The Landlord testified that the Former Tenants were required to pay \$88.19 to the City of Toronto for hydro for the period from March 15, 2022 to April 24, 2022.
10. Based on the Landlord's uncontested evidence, I am satisfied that the Former Tenants owe the Landlord a total of **\$469.21** for outstanding utilities.

#### *Damage*

11. The Landlord alleges that the Former Tenants willfully or negligently caused damage in the unit. The Landlord testified that the Former Tenants clogged the kitchen sink which required the services of a plumber in order to remove the block. The Landlord paid \$350.00 for the sink to be repaired.
12. Further, the Landlord is seeking an additional \$400.00 for cleaning the unit subsequent to the Former Tenants having vacated. Pictures of the unit were entered into evidence which show the unit in a state of disarray.

13. Based on the Landlord's uncontested evidence, I am satisfied that the Former Tenants willfully or negligently caused the damage as outlined and will be ordered to pay the Landlord **\$750.00** for the damage.

*Substantial Interference*

14. The Landlord also sought \$500.00 in out-of-pocket expenses, alleging he was substantially interfered with by the Former Tenants as they did not provide notice to the Landlord that they intended to vacate the unit, took 4 of the Landlord's chairs, the wall-mounted TV stand, portable microwave stand, modem stand, water horse and trampoline.
15. The Landlord testified that the Former Tenants had also damaged a camera he had installed so that when they vacated the unit the Landlord was not able to see the Former Tenants removing these items from the unit.
16. On the basis of the Landlord's uncontested evidence, I am satisfied that the Former Tenants substantially interfered with the Landlord's reasonable enjoyment of the unit by removing his items from the unit when they vacated. As such, the Former Tenants will be ordered to pay to the Landlord **\$500.00**.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord **\$469.21**, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenants shall also pay to the Landlord **\$750.00**, which represents damage costs the Landlord incurred as a result of the Former Tenants.
3. The Former Tenants shall also pay to the Landlord **\$500.00**, which represented the Landlord's out-of-pocket expenses as a result of the Former Tenants' substantially interfering with the Landlord.
4. The Former Tenants shall pay to the Landlord **\$201.00** for the cost of filing the application.
5. The total amount the Former Tenants owes the Landlord is **\$1,920.21**.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before November 7, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from November 8, 2023 at 7.00% annually on the balance outstanding.

**October 27, 2023**

**Date Issued**

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Jagger Benham

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.