



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

**Citation:** Eiras v Feber, 2023 ONLTB 69602

**Date:** 2023-10-26

**File Number:** LTB-L-011827-23

**In the matter of:** 2-3RD FL (Upper), 346 Caledonia Road  
Toronto Ontario M6E4S8

**Between:** Regina Eiras Landlord

**And**

Natasha Feber Former Tenant

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

Regina Eiras (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.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 12, 2023. The Landlord and the Landlord's Legal Representative, F. Teixeira, attended the hearing. As of 12:29 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board.

### **Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord's requests are granted.

2. 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.
3. These documents were served by email, and by personal service which the Former Tenant signed receipt for, on June 26, 2023.
4. The Former Tenant vacated the rental unit on June 26, 2022.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
9. The lawful rent was \$3,000.00. It was due on the first day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows:  $\$3,000.00 \times 12$ , divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The rent arrears and daily compensation owing to June 26, 2022, are \$29,064.38.
13. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$21.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Former Tenant which were returned NSF.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord also alleged that 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.
17. On May 31, 2022, the Former Tenant and her guest caused a fire, from unattended cigarettes, and damaged the balcony of the unit. The Landlord incurred reasonable costs of \$1,808.00 to repair the damage and a copy of the invoice was presented as evidence at the hearing.
20. The Landlord collected a rent deposit of \$3,000.00 from the Former Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the last rental period of the tenancy.
21. Interest on the rent deposit, in the amount of \$17.46 is owing to the Former Tenant for the period from June 1, 2021 to June 26, 2022.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$29,064.38, which represents rent and compensation owing up to .
2. Then Former Tenant shall also pay the Landlord \$81.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF.
3. The Former Tenant shall also pay to the Landlord \$1,808.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. The Landlord owes \$3,017.46 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 Tenant.
6. The total amount the Former Tenant owes the Landlord is \$28,136.92\*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before November 26, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from November 27, 2023 at 7.00% annually on the balance outstanding.

**October 26, 2023**

**Date Issued**

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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:**

Rent and Compensation Owing To June 26, 2022	\$29,064.38
NSF Charges	\$81.00
Damage Costs	\$1,808.00

Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit and interest	- \$3,017.46
Total amount owing to the Landlord	\$28,136.92