



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

Citation: Bai v Freitas, 2023 ONLTB 68786

Date: 2023-10-26

File Number: LTB-L-008369-23

In the matter of: Main & 2nd Floor, 96 Catalpa Cres Vaughan
Ontario L6A0R6

Between: Zichun Bai Landlord

And

Danny Ormonde Freitas Former Tenant
Dillon Valerio Freitas De Oliveira

Zichun Bai (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.

Zichun Bai (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 October 5, 2023 at 09:00 am.

Only the Landlord Agent Christina Tan attended the hearing.

As of 09:30 am, 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 Tenant shall pay to the Landlord **\$6,959.29** on or before November 6, 2023
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. These documents were served by mail to the Former Tenants current residence and email on June 28, 2023. According to the Landlord email was consented to as a means of serving documents at the commencement of the tenancy. This is also supported by evidence submitted, namely other email correspondence between the Landlord and Tenant and the lease agreement.
3. The Former Tenant vacated the rental unit on February 28, 2022.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. The Application was filed on September 27, 2022.
5. There is no last month's rent deposit.

Compensation for unpaid utility costs

8. The Landlord Agent submitted that The Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. This was supported by a copy of the lease agreement entered in evidence.
9. The Landlord incurred reasonable out-of-pocket expenses of \$1,648.81 as a result of the Former Tenant's failure to pay water costs. This was supported by several bills from the City of Vaughn indicating an arrears totalling the amount claimed.

Compensation for damage

10. The Landlord Agent submitted 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. Specifically, the Landlord Agent submitted into evidence several pictures showing damage to wall fixtures, dry wall and the tile surrounding the bathtub.
11. As a result of the Former Tenants actions The Landlord incurred reasonable costs of \$5,109.48 to repair the damage and replace property that was damaged and cannot reasonably be repaired. This was supported by receipts entered in evidence.
12. The Landlord also incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,648.81, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$5,109.48, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$6,959.29*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before November 6, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from November 7, 2023 at 7.00% annually on the balance outstanding.

October 26, 2023

Date Issued

Kelly Delaney

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:

Utility Costs	\$1,648.81
Damage Costs	\$5,109.48
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$6,959.29