



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

**Citation:** Ali v Childerhose, 2023 ONLTB 69663

**Date:** 2023-10-25

**File Number:** LTB-L-008906-23

**In the matter of:** 5825 Tiz Rd  
Mississauga Ontario L5R0B6

**Between:** Nizam Ali Landlord  
Bibi Ali

**And**

Ann Marie Childerhose Former Tenant  
Christopher Ruffolo

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

Nizam Ali and Bibi Ali (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.

Nizam Ali and Bibi Ali (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 Nizam Ali attended the hearing.

As of 09:30 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 pay to the Landlord **\$35,201.00** on or before November 5, 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. Specifically, it was the Landlord's testimony that he had handed the Tenants the L10 application on September 29, 2022 and the Notice of Hearing (NOH) on April 22, 2023. This was supported by copies of the Certificate of Services (COS) entered in evidence.
3. The Former Tenant vacated the rental unit on September 30, 2021.
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 28, 2022.

Rent and daily compensation owing

8. The lawful rent was \$1,968.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$64.70. This amount is calculated as follows: \$1,968.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to September 30, 2021 are \$1,968.00.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Former Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$584.37 as a result of the

Former Tenant's failure to pay water costs. It was the Landlord's testimony, supported by the lease agreement that the Tenants were required to pay the water costs. In regard to the amount claimed, the Landlord entered an invoice from the Region of Peel denoting the outstanding amount was never paid during the time the Tenants were in possession and receipt for the payment he made after the Tenants vacated.

#### Compensation for damage

19. 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.
20. It was the Landlord's testimony, supported by over 140 images entered in evidence, that over the course of the tenancy the Tenants made holes in walls, doors and ceilings, pulled down light fixtures, fire alarms and window blinds and allowed their pets to defecate on the floor. The Tenants' conduct resulted in the need for significant repair and remediation before professional cleaners and tradespersons were willing to enter the rental unit.
21. Based on the Landlord's uncontested evidence respecting the nature and extent of the damage, I find that the undue damage was likely caused wilfully or negligently by the Former Tenants.
22. The Landlord incurred reasonable costs of \$33,574.65 to repair the damage and replace property that was damaged and could not reasonably be repaired. This was supported by an itemized list of repairs along with receipts for both the work completed and material bought.

#### Rent Deposit

23. There is no last month's rent deposit.
24. The amount of rent arrears and damages owing by the Tenant exceeds the monetary jurisdiction of the Board. Section 207(1) of the Residential Tenancies Act, 2006 ("Act") limits the monetary jurisdiction of the Board to that of the Small Claims Court. At this time that amount is \$35,000.00, and proceeding with an application with the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Landlord was made aware of the Board's monetary jurisdiction and chose to proceed with this application.

#### **It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$1,968.00, which represents rent and compensation owing up to September 30, 2021.

2. The Former Tenants shall also pay to the Landlord \$584.37, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$32,447.63, which represents the maximum amount of reasonable costs the Landlord incurred and that which the Board may order when combined with the monies owed from rent arrears and out-of-pocket expenses already awarded.
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 \$35,201.00\*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before November 5, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from November 6, 2023 at 7.00% annually on the balance outstanding.

**October 25, 2023**

**Date Issued**

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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:**

Rent and Compensation Owing To September 30, 2021	\$1,968.00
Utility Costs	\$584.37
Damage Costs	\$32,447.63
Application Filing Fee	\$201.00
Total amount owing to the Landlord ( <b>maximum monetary jurisdiction</b> )	\$35,201.00