



**Order under Section 87, 88.1 and 89  
Residential Tenancies Act, 2006**

**Citation:** Bacchus v Davies, 2023 ONLTB 46661

**Date:** 2023-06-29

**File Number:** LTB-L-030131-22

**In the matter of:** 47 Gee Crescent  
Lindsay, ON K9V 0G9

**Between:** Rashad Bacchus Landlord

**And**

Megan Babin Former  
Michael Davies Tenants

Rashad Bacchus (the 'Landlord') applied for an order requiring Megan Babin and Michael Davies (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owes.

Further, the Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that the Landlord has 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 are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 18, 2023.

The Landlord and the Former Tenants attended the hearing. The Former Tenants met with Tenant Duty Counsel prior to the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenants must pay the Landlord **\$7,485.07** by July 10, 2023.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing in accordance with subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rules 3.3 and 5.8 of the Board's *Rules of Procedure*.
3. The Former Tenants vacated the unit on February 1, 2022.

4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

#### *Rent & Daily Compensation Owing*

5. The lawful rent was \$1,800.00. It was due on the 1<sup>st</sup> day of each month.
6. The Former Tenants vacated the unit on February 1, 2022. The Landlord testified that the Former Tenants failed to pay the total rent on time and in full for the months for December 2021 and January 2022. The last month's rent deposit had been used for a month in 2021.
7. The Former Tenants acknowledged that they owe the rent arrears.
8. Therefore the Former Tenants owe outstanding rental arrears in the amount of **\$3,600.00**.

#### *Compensation for Damage & Substantial Interference*

9. The Landlord alleges that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
10. The Landlord testified that they had incurred costs as a result of damage to the unit that was identified after the Former Tenants vacated the unit. Entered into evidence were photos of damage to the unit and the amount of garbage and furniture left behind by the Former Tenants in the backyard and garage.
11. Also entered into evidence were invoices in the amount of \$678.00 from River Rose Cleaning service, \$310.75 invoice from Pest Arrest Pest Control Services, \$1,329.21 invoice from Eastman Plumbing for plumbing repairs, and another invoice from Eastman Plumbing for \$1,366.11.
12. The Landlord testified that when he has inspected the unit after the Former Tenants had vacated, he discovered damage to the floors, walls, plumbing and garbage had been left in the unit's basement and backyard. Photos of the damage were entered into evidence. The amount of garbage left in the unit had caused pest issues which the Landlord incurred costs in order to rectify.
13. The Landlord also claims \$800.00 for his time to collect and dispose of the garbage left in the unit including trips he was required to make to the dump.
14. The Former Tenants claim that the photos of the garbage in the garage were taken by the downstairs tenants prior to them having vacated the unit. The Former Tenants acknowledged that there was garbage in the backyard when they vacated the unit however, the Former Tenants testified that they had requested more time to clean the backyard from the Landlord but had never received a response.
15. The Former Tenants also testified that the markings on the hardwood floor were just salt stains and that a number of the holes in the walls had previously been there prior to their tenancy.
16. Having reviewed the evidence of both parties, on a balance of probabilities, I am satisfied that the Landlord incurred reasonable costs as alleged in the amount of \$2,695.32 for the

costs incurred to repair damage to the plumbing and drywall. I am satisfied based on the evidence and photos provided that the damage was not due to normal wear and tear.

17. Further, on a balance of probabilities, I am satisfied that the Landlord incurred reasonable costs as alleged in the amount of \$678.00 for cleaning services and \$310.75 for pest control services as a result of the garbage left by the Former Tenants. While the garage may not have had as much garbage in it when the Former Tenants vacated, the photos showing the extent of the garbage left in the back yard were compelling.
18. While the Landlord also asked for \$800.00 for his time, I am not satisfied on a balance of probabilities that the Landlord has accurately determined his costs regarding his time and the number of trips he took to the dump.
19. As such, I am satisfied on a balance of probabilities that the Former Tenants owe the Landlord **\$3,684.07** for the costs of cleaning and pest control services, and damage to the plumbing and drywall.
20. The Landlord also incurred costs of **\$201.00** for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

21. The Former Tenants shall pay to the Landlord **\$3,600.00** which represents rent and compensation owing up to February 1, 2022. The amount of the rent deposit and interest has been deducted from the amount owing by the Former Tenants.
22. The Former Tenants shall also pay to the Landlord **\$3,684.07**, which represents the reasonable costs the Landlord incurred as a result of the damage.
23. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.
24. The total amount the Former Tenants owe the Landlord is **\$7,485.07**.
25. If the Former Tenants do not pay the Landlord the full amount owing on or before July 10, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from July 11, 2023 at 6.00% annually on the balance outstanding.

**June 29, 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.