



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

**Citation:** Bhutia v Rafique, 2023 ONLTB 45427

**Date:** 2023-06-22

**File Number:** LTB-L-032198-22

**In the matter of:** 15 Geranium Crescent  
Brampton, ON L6Y 1N8

**Between:** Rinchen Bhutia Landlord

**And**

Mohammed Rafique      Former Nunu Aslam      Tenants Feel At Home  
Relocators Ltd.

Rinchen Bhutia (the 'Landlord') applied for an order requiring Mohammed Rafique, Nunu Aslam and Feel At Home Relocators Ltd. (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

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 willfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

The Landlord also 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 Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

Only the Landlord and the Landlord's Legal Representative Jorge Steinmetz attended the hearing.

As of 10:07 am, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

*Request to Amend Application*

1. The Landlord requested an amendment to his application to include two other Former Tenants who were not initially included in the application. Filed with this request was a copy of the lease signed by the parties, which also included the Former Tenants Aslam Nunu and Feel At Home Relocators LTD.
2. Based on the evidence provided, the Landlord's application was amended to reflect all of the listed Former Tenants
3. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenant must pay the Landlord **\$24,633.74** by July 3, 2023.
4. 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*. The Landlord employed a skip tracer where the Former Tenants' new address was found, and the documents were served to an individual at this address who accepted service on their behalf.
5. The Former Tenants vacated the unit on March 18, 2022.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

*Rent & Daily Compensation Owning*

7. The lawful rent was \$4,050.00. It was due on the 1<sup>st</sup> day of each month.
8. The Former Tenants vacated the unit on March 18, 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 for a total owing of \$2,100.00.
9. The Landlord collected a rent deposit of \$4000.00 from the Former Tenants and this deposit was applied to the month of February 2022.
10. Therefore the Former Tenants still owe outstanding rental arrears in the amount of **\$2,100.00**.

*Compensation for Outstanding Utility Expenses*

11. The Landlord also 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 Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
12. The Landlord entered into evidence outstanding invoices from Alectra for \$2,954.67, from the Region of Peel for \$989.75, Enbridge for \$486.18 (including \$643.12 in collected costs) and Enercare for \$595.90 for a total of **\$5,183.44**.

*Compensation for Damage*

13. 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.
14. 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.
15. Also entered into evidence were invoices in the amount of \$147.74 from Home Depot for kitchen backsplash that had to be replaced due to damage, \$38.41 for paint, \$146.84 for a smoke alarm, \$497.20 for duct cleaning, \$225.00 for window cleaning, \$6,000.00 for flooring renovations, \$27.09 for a broken door lock, \$2,429.42 to replace the range and dishwasher, \$361.60 for a disposal bin, \$6,875.00 for painting and the installation of the new range hood and \$305.00 for an industrial vacuum cleaner for a total owing of \$17,149.30.
16. On a balance of probabilities, I am satisfied that the Landlord incurred reasonable costs as alleged in the amount of **\$17,149.30**.
17. The Landlord also incurred costs of **\$201.00** for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

18. The Former Tenant shall pay to the Landlord **\$2,100.00** which represents rent and compensation owing up to March 18, 2022. The amount of the rent deposit and interest has been deducted from the amount owing by the Former Tenants.
19. The Former Tenants shall also pay to the Landlord **\$17,149.30**, which represents the reasonable costs the Landlord incurred as a result of the damage.
20. The Former Tenants shall also pay to the Landlord **\$5,183.44**, which represents the outstanding utility expenses incurred by the Landlord.

- 21. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.
- 22. The total amount the Former Tenants owes the Landlord is **\$24,633.74.**
- 23. If the Former Tenants do not pay the Landlord the full amount owing on or before July 3, 2023, the Former Tenants will start to owe interest. This will be simple interest calculated from July 4, 2023 at 6.00% annually on the balance outstanding.

**June 22, 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.