



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

Citation: Sanecki v Gamble, 2023 ONLTB 45368

Date: 2023-06-20

File Number: LTB-L-032194-22

In the matter of: Basement-336 Queenston Street
St. Catharines, ON L2P 2X4

Between: Mark Sanecki Landlord

And

Former Joshua Gamble Tenant

Mark Sanecki (the 'Landlord') applied for an order requiring Joshua Gamble (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

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

Only the Landlord attended the hearing.

As of 9:52 am, the Former Tenant was 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:

1. 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 **\$5,297.89** by July 1, 2023.

2. I am satisfied that the Landlord served the Former Tenant 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 testified that the Former Tenant's mother lives within the residential complex and had agreed to accept mail on the Former Tenant's behalf.
3. The Former Tenant vacated the unit on May 2, 2022.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

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Rent & Daily Compensation Owing

5. The lawful rent was \$933.00. It was due on the 1st day of each month.
6. The Former Tenant vacated the unit on May 2, 2022. The Landlord testified that the Tenant failed to pay the total rent on time and in full for the months for December 2021, January 2022, February 2022, March 2022, April 2022 and the daily compensation for May 1, 2022 and May 2, 2022.
7. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$39.11 is owing to the Tenant for the period from January 1, 2020 to May 18, 2023.
9. Therefore the Former Tenant still owes outstanding rental arrears in the amount of **\$3,596.89**.

Compensation for Damage

10. 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.
11. The Landlord testified that the flooring in the unit was heavily damaged as a result of the Former Tenant's cat. Various invoices were entered into evidence to show the expenses the Landlord incurred as a result of the damage.
12. Further, the Landlord incurred costs as a result of garbage and furniture having been left in the unit after the Former Tenant vacated. As well, photos were entered into evidence detailing damage to the walls in the unit.

13. Despite the Landlord's invoices totaling a higher amount, the Landlord is seeking \$1,500.00 from the Former Tenant to cover some costs of the floor replacement, the deodorizer and the cost of a dumpster.
14. On a balance of probabilities, I am satisfied that the Landlord incurred reasonable costs as alleged in the amount of **\$1,500.00**.
15. The Landlord also incurred costs of **\$201.00** for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

16. The Former Tenant shall pay to the Landlord **\$3,596.39**, which represents rent and compensation owing up to May 2, 2022. The amount of the rent deposit and interest has been deducted from the amount owing by the Former Tenant.
17. The Former Tenant shall also pay to the Landlord **\$1,500.00**, which represents the reasonable costs the Landlord incurred as a result of the damage.

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18. The Former Tenants shall also pay to the Landlord **\$201.00** for the cost of filing the application.
19. The total amount the Former Tenant owes the Landlord is **\$5,297.89**.
20. If the Former Tenant does not pay the Landlord the full amount owing on or before July 1, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from July 2, 2023 at 6.00% annually on the balance outstanding.

June 20, 2023

Jagger Benham
Member, Landlord and Tenant Board

Date Issued

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.

