



I hereby certify this is a true copy of an Order dated

APR 15, 2024

MD

Landlord and Tenant Board

**Order under Sections 87/89
Residential Tenancies Act, 2006**

Citation: Wilson v Hunt, 2024 ONLTB 26444

Date: 2024-04-15

File Number: LTB-L-017081-23

In the matter of: 310, 120 COLBORNE ST
BRANTFORD ON N3T2G6

Between: Michelle Wilson Landlord

And
Shawn Hunt Former Tenant

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

Michelle Wilson (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 April 4, 2024.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord **\$1,401.03** by April 26, 2024.
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.
3. The Former Tenant vacated the rental unit on December 30, 2022.

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

Rent and daily compensation owing

5. The lawful monthly rent was \$1,215.03. It was due on the 1st day of the month.
6. The former Tenant gave notice to the Landlord on November 28, 2022, and moved out on December 30, 2022.
7. However, the Tenant did not provide the proper 60 days notice as is required under the *Residential Tenancies Act, 2006* (the 'Act'). As a result, the Tenant is liable for the rent up to January 31, 2023.
8. The Former Tenant has not made any payments since the application was filed.
9. The Landlord collected a rent deposit from the Former Tenant and this deposit is to be applied to the last month of rent of the tenancy which is January 2023.
10. The Tenant still owes the rent for the month of December 2022.
11. Therefore, the rent arrears and daily compensation owing to January 31, 2023, are \$1,215.03.

Compensation for damage

12. In the application, the Landlord claimed reasonable costs of \$1,466.05 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.
13. The Landlord testified that the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
14. However, the Landlord's evidence did not prove that the Former Tenant, in fact, wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord's picture evidence was not conclusive as to whether any damages were a result of the Former Tenant's deliberate actions or rather just normal wear and tear of daily living.
15. As a result, I am not awarding any compensation for damage.
16. The Landlord also incurred costs of \$186.00 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 **\$1,215.03**, which represents rent and compensation owing up to January 31, 2023.
2. The Former Tenant shall also pay to the Landlord **\$186.00** for the cost of filing the application.

3. If the Former Tenant does not pay the Landlord the full amount owing on or before April 26, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from April 27, 2024, at 7.00% annually on the balance outstanding.

April 15, 2024
Date Issued

Michael Di Salle

Michael Di Salle
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.

If the Former Tenant does not pay the Landlord the full amount owing on or before April 30, 2024, the Former Tenant will also owe interest. This will be simple interest calculated from April 21, 2024, at 1.00% annually on the balance outstanding.

April 18, 2024
Date Issued

Michael L. Goss
Michael L. Goss
Michael L. Goss and Tanya Goss

15 Grosvenor Street, Ground Floor
Toronto ON M7A 3G9

If you have any questions about this order, call 416-545-8090 or toll free at 1-888-333-3334.