



**Amended Order under Section 87 88.2  
Residential Tenancies Act, 2006 and  
Section 21.1 Statutory Powers Procedures Act**

**Citation:** Di Vincenzo v Guillemette, 2024 ONLTB 51637

**Date:** 2024-07-23

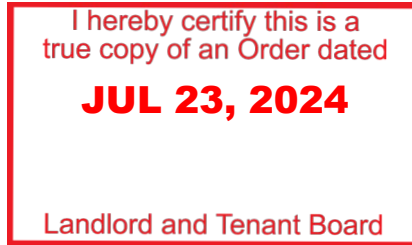
**File Number:** LTB-L-038250-23-AM

**In the matter of:** 49 COLEMAN DR  
BARRIE ON L4N0R6

**Between:** Breanna Di Vincenzo  
Daniel Di Domizio

**And**

Melissa Guillemette  
Courtney Guillemette



Landlords

Former Tenants

Breanna Di Vincenzo and Daniel Di Domizio (the 'Landlords') applied for an order requiring (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords applied for an order requiring Former Tenants to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on July 4, 2024.

The Landlords and the Former Tenant Melissa Guillemette attended the hearing. The Former Tenant spoke with Tenant Duty Counsel before the hearing.

**This order is clerically amended pursuant to a request from the Landlord filed on July 12, 2024. Changes are bolded and underlined for easy identification.**

**Adjournment Request Denied:**

1. The Tenant Melissa Guillemette requested an adjournment because the other tenant, Courtney Guillemette, is hospitalized and has been for the last three weeks.
2. No specific authority has been given for Melissa to speak on Courtney's behalf, however they are spouses and there was no reason given for why Melissa would be unable to speak for both of them. The Landlord noted that the Former Tenants had uploaded documents to TOP under Melissa's name so she appeared to be the primary contact for the matter.

3. Courtney would have been able to provide more detailed testimony about events at the end of the tenancy, however these events were not disclosed in advance of the hearing as issues the Former Tenants intended to raise, so they will not be considered in the hearing and that testimony will not be necessary.

### **Section 82(1) Issues Not Disclosed**

4. The Former Tenants want to raise issues including failure to provide rent receipts, an illegal lockout, and incidents of aggression by the Landlords.
5. Sections 82(1) and 87(1) of the *Residential Tenancies Act, 2006* ('the Act') allows Former Tenants to raise any issues at an arrears hearing that could be the subject of a tenant application, provided that the issues are disclosed to the Landlord at least 7 days prior to the hearing.
6. In this case, the Former Tenants did not specify any issues they intended to raise, however they did upload two police reports. The Landlords were aware of these police reports and are prepared to speak to the incidents, but are unaware of what remedy, if any, the Former Tenants are attempting to claim. The Landlords did not wish to adjourn the hearing and elected to proceed with the hearing and respond to any claims the Former Tenants made related to the two police reports which were disclosed.
7. Issues not related to the two police reports (i.e. failure to provide rent receipts and an illegal rent deposit) will not be considered in this order.

### **Determinations:**

8. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay \$7,691.33 to the Landlords.
9. The Former Tenants vacated the rental unit on March 12, 2023.
10. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
11. The lawful rent was \$2,500.00. It was due on the 1st day of each month.
12. The Former Tenants have not made any payments since the application was filed.
13. The tenancy ended on March 12, 2023 as a result of the Former Tenants moving out in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on that date, however the Landlords are waiving the rent which was due in the month of March 2023.
14. The rent arrears and daily compensation owing to February 28, 2023 are \$7,000.00.
15. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

16. The Former Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
17. The Landlords incurred reasonable out-of-pocket expenses of \$505.33 as a result of the Former Tenants' failure to pay water costs.
19. There was a last month's rent deposit, which was applied to satisfy the rent due for February 2023, the last full month of the tenancy.
20. The Former Tenants do not dispute the unpaid amounts, but say there was an agreement between the parties that if the Former Tenants paid the water bill, the Landlords would waive the arrears. The Former Tenants say that there was no deadline on the water bill payment, and they placed the amount in a trust account at the TD bank to be released after the Landlords withdrew this application.
21. The Landlords say that the water bill was to be paid by the due date, as evidenced by the emails entered into evidence, the first of which is dated April 14, 2023 and states:

Please provide proof of payment for the outstanding water bill to the City of Barrie by May 10/2023. If you do not we will proceed with filing with the Board to collect this amount as well as the rent arrears as the N11 terms became void when you did not move out on the noted date.

22. The Landlord sent three follow up emails reminding the Former Tenants of the due date for the water bill.
23. I find based on these emails that the agreement to waive the arrears was contingent on the water bill being paid by May 10, 2023, and that when the water bill was not paid by that date the agreement became void. The funds were placed into the trust account after this application was filed on May 12, 2023 and are still in that account.
24. The Former Tenants did not provide details of the incidents contained in the police reports in their testimony or explain what remedy they were seeking. They allege that on one occasion the Landlord illegally locked them out of the unit, the police were called, and they were let back into the unit. On another occasion the Landlords attended the rental unit with other people to attempt to negotiate a more aggressive repayment plan and the Former Tenants felt the situation became aggressive and called the police for assistance.
25. The Former Tenants did not request or suggest any remedies for these allegations, and in their submissions requested only that the agreement be enforced that they pay the water bill and the rent arrears would be waived. I am unable to grant remedies which are not requested, therefore there will be no abatement considered.

**It is ordered that:**

- 1. The Former Tenants shall pay to the Landlords \$7,000.00, which represents rent and compensation owing up to February 28, 2023. The Landlords are waiving the rent due for March 1 to March 12, 2023.
- 2. The Former Tenants shall also pay to the Landlords \$505.33, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
- 3. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
- 4. The total amount owing to the Landlords by the Former Tenants is \$7,691.33\*. See Schedule 1 for the calculation of the amount owing.
- 5. If the Former Tenants do not pay the **Landlords** the full amount owing on or before July 23, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from July 24, 2024 at 7.00% annually on the balance outstanding.

**July 12, 2024**  
**Date Issued**

**July 23, 2024**  
**Date Amended**




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Dawn Carr  
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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenants must pay the Landlords:**

Rent and Compensation Owing To February 28, 2023	\$7,000.00
Utility Costs	\$505.33
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlords</b>	<b>\$7,691.33</b>