



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

**Citation:** Endless Property Holdings v Lewis, 2024 ONLTB 35051

**Date:** 2024-05-17

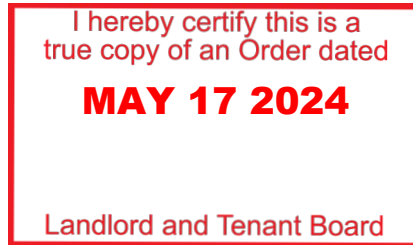
**File Number:** LTB-L-032040-22

**In the matter of:** 2-75 King Edward Avenue  
London, ON N5Z 3S7

**Between:** Endless Property Holdings

**And**

Dakotah Lewis  
Deseree Schneider



Landlord

Former Tenants

Endless Property Holdings (the 'Landlord') applied for an order requiring Dakotah Lewis and Deseree Schneider (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

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

This application was heard by videoconference on April 9, 2024.

Only the Landlord's Legal Representative Brittany Stewart attended the hearing.

As of 1:53 pm, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$8,519.35.

2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on November 24, 2023 by e-mail.
4. The Former Tenants vacated the rental unit on April 25, 2022.

*Rent*

5. The lawful rent was \$1,295.00. It was due on the 1<sup>st</sup> of each month.
6. The Former Tenants have not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2022 is \$6,914.00
8. The Landlord collected a rent deposit of \$1,280.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.
9. Interest on the rent deposit, in the amount of \$5.05 is owing to the Former Tenants for the period from February 23, 2021 to April 30, 2022.

*Damage*

10. The Landlord claimed damages in the amount of \$2,689.40 with respect to the repair and replacement of window screens, drywall replacement, mudding and painting, replacing electrical outlets, the removal of furniture and garbage, fixing the broken fridge and repairing a missing stove element.
11. A copy of the invoice that was prepared on behalf of the Landlord was entered into evidence showing that the invoice was paid on May 30, 2022.
12. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Former Tenants willfully or negligently damaged the unit and will be ordered to pay the amount as plead.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$6,914.00, which represents rent and compensation owing up to April 30, 2022.
2. The Former Tenants shall also pay to the Landlord \$2,689.40, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The Landlord owes \$1,285.05 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.

5. The total amount the Former Tenants owe the Landlord is \$8,519.35\*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before May 28, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from May 29, 2024 at 7.00% annually on the balance outstanding.

**May 17, 2024**  
**Date Issued**

  
\_\_\_\_\_  
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.

\* Refer to the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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

Rent and Compensation Owing To April 30, 2022	\$6,914.00
Damage Costs	\$2,689.40
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,280.00
Less the amount of the interest on the last month's rent deposit	- \$5.05
Total amount owing to the Landlord	\$8,519.35