



Order under Section 87 Residential Tenancies Act, 2006

Citation: Carcani v Oostveen, 2025 ONLTB 10828

Date: 2025-02-12

File Number: LTB-L-012056-24

In the matter of: 4 EAST HAMPTON RD
Mississauga ON L2T3E1

Between: Ornela Carcani
Ali Ramadan

And

Aaron James Oostveen
Crystal Lynn McClelland

I hereby certify this is a
true copy of an Order dated
Feb 12, 2025
Landlord and Tenant Board

Landlords

Former Tenants

Ornela Carcani and Ali Ramadan (the 'Landlords') applied for an order requiring (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on January 22, 2025.

Only the Landlords and their legal representative Masoud Tchovoshi attended the hearing.

As of 1:29 pm, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

1. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Tenants shall pay to the Landlord the amount set out below in this order.
2. I am satisfied that the Landlords 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. I am satisfied that the Landlords served the Former Tenants 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.
4. These documents were served on December 12, 2024 by leaving the documents at 54 Lloyd St. in St. Catharines On.

5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
6. The Landlords said they saw on the Tenants' Facebook page their new rental address. They went to the Tenants' new address, saw their vehicles in the driveway and saw them through the window, but they would not answer the door. They left the L10 documents in the mailbox.
7. The Former Tenants vacated the rental unit on March 6, 2023, pursuant to an L1 eviction order. The eviction was not sheriff enforced.
8. On March 8, 2023, the second named Tenant sent an email to the Landlord stating they vacated in a hurry and would like to return to clean the rental unit and remove the garbage. The Landlords said the Tenant did not return to complete the stated tasks.
9. In the amended application, the Landlord requested to add utility costs related to water and costs related to damage. I am satisfied the Tenants received copy of the amended application and could have attended the hearing to defend their position. The hearing proceeded on the uncontested evidence of the Landlords.
10. The Landlords have an enforceable order with respect to the arrears of rent.

Costs for Utilities

11. It was the Landlords' evidence that the lease agreement between the parties states the Tenant is responsible for utilities including water. The Tenant did not meet their payment obligations.
12. At the hearing, the Landlords provided a detailed analysis of the St. Catharines water/wastewater invoices for the period September, 2021 to April 2023.
13. Based on the uncontested evidence, the Former Tenants have not paid the St. Catharines water/wastewater invoices, as required by the lease, in the amount of **\$1,540.50**.

Compensation for Damages

14. 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.
15. In the amended application, the Landlords claim they incurred reasonable costs of \$22,245.30 for damage to replace property that was damaged and cannot reasonably be repaired.
16. The Landlords assert that when the Tenants vacated, there was damage to:
 - front and side door;
 - bedroom and closet doors;
 - garage door;
 - plaster walls, repair and paint;

- new floors;
 - sod adjacent to driveway;
 - garbage removal and disposal and;
 - cleaning
 - fridge
 - plumbing and toilet replacements; faucet handles
8. The Landlords also claim costs related to pest control treatments that were required after the Tenants spilled pop on the floors throughout the rental unit which caused a cockroach issue.
 9. The Landlords' disclosure included: lease agreement, photographs, invoices and various communications.
 10. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
 11. The Landlords state that due to the extent of the damage and their limited expertise, they hired Golden Knights Renovations & Construction to bring the unit back to an acceptable standard.
 12. The invoice, dated October 3, 2023 claims an amount of \$19,006.60 for repairs specific to the various doors, wall repairs and paint, flooring, sod replacement and garbage removal, disposal and cleaning.
 13. At the hearing, the Landlords provided a detailed analysis of their various claim with respect to the allegation of damages.
 14. The only issue before me is whether the Tenants wilfully or negligently caused undue damage to the rental unit and should be held financial responsible for that damage. For the following reasons, I find that the Tenants only caused undue damage to some of the items claimed in the Landlords' application.
 15. To summarize, the Landlords assert the Tenants caused damage to the front and side doors that required special order glass and significant carpentry work. Two bedroom doors and three closet doors were damaged beyond repair and replacements required and the garage door was kicked in and had to be repaired. These costs totalled **\$5,620.00** and the invoice has been paid the Landlords.
 16. It was the Landlord's evidence that the Tenants spilled pop bottled, which were left to drain and seep into the floors throughout various areas of the rental unit. The floors could not be repaired but the subflooring was salvageable. The floor was new as of November 2020 and was in good condition when the Tenants moved in. The contractors could not do sectional repairs to the floors and new flooring was required throughout the unit which costs **\$3,000.00**. The invoice has been paid by the Landlords.

17. The Landlords' evidence shows damage to the left side driveway sod caused by the Tenants parking their vehicles on the grass and not on the driveway. The Landlords paid the costs of **\$1,200.00** to replace the sod.
18. It was the Landlords' evidence that the Tenants caused damage to two toilets and two faucet handles. They hired a professional plumber who could not dislodge the items causing the blockages as they were lodged in porcelain portion of the toilets. The handles on two sink faucets were damaged, they would pull off and could not be resecured. The Landlords submitted invoices to support their claim in the amount of **\$1,284.81**. The invoices have been paid by the Landlords.
19. Based on the evidence provided and the invoices, I am satisfied that the costs associated with these items represents the reasonable costs the Landlords have incurred for repairing or replacing the damaged property. As such, an order will issue requiring the Tenants to pay to the Landlords **\$11,104.81** for the items I listed above.
20. Based on the submissions of the Landlords, the items being dismissed include:
 - Holes and repairs to walls;
 - Garbage removal
 - Pest control treatments
 - Fridge
21. First, as I explained at the hearing, the costs related to garbage removal do not constitute undue damage as contemplated by section 89 of the *Residential Tenancies Act, 2006* (the 'Act'). Instead, these are considered "clean up costs" and must therefore be dismissed.
22. As stated at the hearing, the Landlords' evidence does not support the claim for wall repair and damage. I acknowledge that some areas contain what looks like crayon markings but the Landlord stated she tried to clean a small area with a magic eraser without success. I am not satisfied the Landlords took reasonable steps to clean the walls at the rental unit.
23. It is my view that the costs associated with pest control do not constitute damage as contemplated by the Act.
24. The Landlords claim \$1,049.99 to replace the upstairs fridge that was damaged; specifically the freezer shelf door. While the Landlords state it was less expensive to replace the fridge than to repair the broken shelf, no documentary evidence was led to support their claim that the cost of the shelf was prohibitive.
25. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
26. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlords **\$1,540.50** which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord **\$11,104.81**, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall also pay to the Landlord **\$186.00** for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlords is **\$12,831.31***. 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 February 23, 2025, the Former Tenants will start to owe interest. This will be simple interest calculated from February 24, 2025 at 5.00% annually on the balance outstanding.



February 12, 2025
Date Issued

Dana Wren
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 Landlords:

Unpaid utilities	\$1,540.50
Costs associated with damage	\$11,104.81
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$12,831.31