



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Pak v Rochester, 2025 ONLTB 97967

Date: 2026-01-05

File Number: LTB-L-070302-24

In the matter of: 647 WALPOLE CRES
NEWMARKET ON L3X2B6

Between: Mi Yae Pak Landlord

And

Andrew Cory Rochester Former Tenant
Simone Yolande Williams

Mi Yae Pak (the 'Landlord') applied for an order requiring Andrew Cory Rochester and Simone Yolande Williams (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Mi Yae Pak (the 'Landlord') applied for an order requiring Andrew Cory Rochester and Simone Yolande Williams (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 December 17, 2025.

Only the Landlord's authorized agent, Eun Seo Pak attended the hearing.

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 Tenant shall pay the Landlord \$517.50 which is inclusive of the application fee.

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. These documents were served on November 17, 2025 by email which was authorized service the Tenant consented to at the hearing held on July 22, 2024. It was also a method of service that the parties agreed to as per the tenancy agreement.
4. The Former Tenant vacated the rental unit on July 20, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Section 88.1

6. The Landlord requested the consent to withdraw the portion of the application related to unpaid water and sewage fees in the amount of \$1,908.25 since it was resolved by amended Order LTB-L-042848-24 issued on January 16, 2025. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of this portion of the application.
7. The tenancy agreement confirms the Tenant is responsible for costs related to hot water rental heater which has not been paid for the period from September 2, 2023, to July 20, 2024. This was supported by Reliance statement that confirms the address, period and service provided related to water rental costs during the Tenant's tenancy. The Landlord testified the Tenant has not paid these costs and statement of account has been sent to the Landlord by the service provider which substantially interferes with the Landlord's rights and interest. The costs are reasonable out-of-pocket expenses of \$331.50 the Landlord has incurred because of the Former Tenant's failure to pay the water heater costs.
8. The Tenant is responsible for reasonable cleanliness of the rental unit under the Act. The photographs taken after the Tenant vacated shows a high level of uncleanness, excessive property left behind, garbage and debris in the rental unit which is a beyond a normal state of reasonable cleanliness. The debris, and garbage left behind filled a 10-yard disposal bin which substantially interferes with the Landlord's interest given the amount of time and work to clean and empty the unit. However, since the Landlord elected to rent a garbage bin, and elected not to use the city curbside garbage pick up that is free, the Landlord is not entitled to their costs. Pursuant to section 16 of the Act, the Landlord is required to minimize the Tenant's losses, and they did not do that.

Damage

9. The mattress that the Tenant allegedly took is not physical damage that's contemplated under section 89 of the Act.
10. The photographs shows a hole in the closet door of the main bedroom, and a hole to a second door, hole(s) in the drywall of the basement about 18-20 cm in size and holes in at least three other walls with indents in the drywall in some caase the size of tennis ball. The Landlord did not prove the reasonable costs that the Landlord incurred because of the damage. The Landlord received a quote of \$200.00 to replace the doors and \$200.00 to

repair the walls from a contractor via text on August 10 at 8:58 pm. The Landlord has repaired the damage but did not provide available and expected evidence to support the cost.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$331.50, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid rental for the water heater.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$517.50.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 2, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 3, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.