



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-024049-25

In the matter of: 2, 183 PROSPECT ST S
HAMILTON ON L8M2Z5

Between: Solutions Property Management Landlord

And

Laura Irwin Former Tenant

Solutions Property Management (the 'Landlord') applied for an order requiring Laura Irwin (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.

Solutions Property Management (the 'Landlord') applied for an order requiring Laura Irwin (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 23, 2025 at 09:00 am.

The Landlord Alex Pall and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant 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 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.
4. These documents were served on October 8, 2025, by using the email address consented to during the course of the tenancy.

5. The Former Tenant vacated the rental unit on February 28, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

8. The Former Tenant failed to pay their portion of the heat and water costs that they were required to pay under the terms of the tenancy agreement. Specifically, the Former Tenant did not contest they were required to pay the costs as according to the lease, nor that they failed to pay them. It was their testimony that they did not pay them as the Landlord failed to provide them with the bills during the course of the tenancy.
9. The Landlord incurred reasonable out-of-pocket expenses of \$559.64 as a result of the Former Tenant's failure to pay heat, and water costs as supported by the bills entered in evidence.

Compensation for damage

12. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
13. Specifically, the Former Tenant did not contest that they left furniture and other items requiring removal by the Landlord after they vacated the rental unit. It was their testimony this was necessitated by alleged issues not properly before me.
14. The Landlord incurred reasonable costs of \$40.00 to remove the abandoned furniture and items as supported by the "Got Junk" bill entered in evidence.
15. It was also the Former Tenant's testimony that they were capable of paying the total amount owing but would require a payment plan of approximately three months owing to their personal circumstances.
16. The Landlord requested the payment plan not exceed two months. However, considering the Former Tenant's personal circumstances, I am satisfied the three months requested is reasonable and will not prejudice the Landlord.

Rent Deposit

17. There is no last month's rent deposit as it was applied to February 2025 rent.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$559.64, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$40.00, which represents the reasonable costs the Landlord incurred as a result of the damage.

3. The total amount the Former Tenant owes the Landlord is \$599.64.
4. The Former Tenant shall pay the amount owing at paragraph according to the following schedule:
 - a. Commencing January 31, 2026, and on or before the last day of each month until February 28, 2026 - \$200.00; and
 - b. On or before March 31, 2026 - \$199.64
5. If Former Tenant the full amount owing on or before March 31, 2026, or fails to make anyone of the payments above, the balance outstanding shall immediately become due and they will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Kelly Delaney
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 Tenant must pay the Landlord:

Utility Costs	\$559.64
Damage Costs	\$40.00
Total amount owing to the Landlord	\$599.64