



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-030986-24

In the matter of: 68 MANNEL CRES
BRAMPTON ON L6Y5E2

Between: Abinet Alemayehu Ayele Landlord

And

Oluwafunmilayo Chinyere Former Tenant

Abinet Alemayehu Ayele (the 'Landlord') applied for an order requiring Oluwafunmilayo Chinyere (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Abinet Alemayehu Ayele (the 'Landlord') applied for an order requiring Oluwafunmilayo Chinyere (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Abinet Alemayehu Ayele (the 'Landlord') applied for an order requiring Oluwafunmilayo Chinyere (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.

Abinet Alemayehu Ayele (the 'Landlord') applied for an order requiring Oluwafunmilayo Chinyere (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 August 5, 2025.

The Landlord, the Former Tenant and the Former Tenant's Witness, Tajudeen Fanikayode attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$8,950.37 which represents the rent owing to the date the Former Tenant vacated the rental unit, unpaid utilities, costs to replace damaged property and the cost of filing this application.
2. I am not 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. I am also not 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. However, the Former Tenant was present at the hearing and was prepared to respond to the allegations set out in the L10 application. As there was no prejudice to the Former Tenant in their ability to participate, I found that it is not procedurally unfair to the Former Tenant to proceed with the application.
4. The Former Tenant vacated the rental unit on May 8, 2023.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Unpaid Rent Arrears

8. The lawful rent was \$3,500.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. It was undisputed that the Former Tenant and the Landlord agreed to a termination date of May 8, 2023, which was the date the Former Tenant vacated the rental unit.
12. Based on the uncontested evidence before me, I find that the tenancy ended on May 8, 2023 as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
13. The rent arrears and daily compensation owing to May 8, 2023 are \$933.33. The Former Tenant did not dispute this amount.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Substantial Interference

15. The Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

16. The Landlord submits that the Former Tenant allowed two separate families to rent the basement unit and misrepresented the individuals to the Landlord as members of the Former Tenant's family. The Landlord submits that as this misrepresentation breached their tenancy agreement, they should be entitled to out-of-pocket expenses of \$12,900.00 as a result of the Former Tenant's alleged breach of a term in the lease agreement.
17. Even assuming that the Former Tenant's roommates constituted overcrowding or was contrary to a property standards bylaw, there was no evidence that the Landlord incurred any out-of-pocket expenses as a result of the roommates occupying the basement of the rental unit.
18. As I am not satisfied that the Landlord incurred or will incur any out-of-pocket expense related to the Former Tenant's occupants, the Landlord's request for compensation as a result of the Former Tenant's alleged substantial interference is denied.

Compensation for Unpaid Utilities

20. The Landlord submits that the Former Tenant failed to pay the gas bills for the periods of October 21, 2020 through to October 4, 2023 in the amount of \$4,870.60. The amounts charged from the June 4, 2023 bills to October 4, 2023 shall be removed from the amount claimed in the amount of \$105.07. The per diem owing for the period of May 4, 2023 to May 8, 2023 when the Former Tenant vacated is \$8.92. The total amount of unpaid utilities owing to May 8, 2023 for the unpaid gas bills is \$4774.75
21. The Landlord also submits that the Former Tenant failed to pay the water and sewage bill in the amount of \$1,079.02 which includes a \$42.50 administrative charge that was charged to the Landlord as a result of the bill being added to the Landlord's taxes.
22. The Former Tenant did not deny that they had failed to pay the gas and water bill.
23. Based on the uncontested evidence before me, I find that the Former Tenant failed to pay heat and water costs that they were required to pay under the terms of the tenancy agreement.
24. The Landlord incurred reasonable out-of-pocket expenses of \$5,810.97 as a result of the Former Tenant's failure to pay heat and water costs. While I may have ordered a higher amount for the unpaid utilities, as per *Beauge v. Metcap Living Management Inc.*, [2012] O.J. No 1052 (Div Ct.), it is not open to the LTB to order any remedies in excess of that claimed in an application which has not been amended. As a result, the Former Tenant shall be ordered to pay \$5,504.17, which is the amount claimed by the Landlord for the unpaid utilities.

Compensation for Undue Damage

24. The Landlord also submits that he incurred or will incur costs of \$2,382.24 to repair or replace three broken windows and a bedroom door, and to clean excessive garbage left behind by the Tenant.

Broken Windows

25. The Landlord entered into evidence photos taken shortly after the Tenant vacated showing two bedroom windows and a living room window that had large, visible cracks.
26. The Former Tenant testified that she had noticed the living room window had split as a result of a snow storm and had requested the Landlord repair the window in 2021. There was no evidence of any snow storm or that there was any reported damage as a result of the alleged snow storm. Further, no evidence was submitted to support the Former Tenant's claim as to how the living room window was caused. With regards to the Former Tenant's assertion that the living room window was damaged as a result of a snow storm and that the Landlord was aware of the damage, I would have expected the Former Tenant to provide some evidence to this effect such as a communication with the Landlord. I am not satisfied that the window was cracked as a result of a snowstorm as alleged by the Former Tenant.
27. The Former Tenant testified that the remaining windows may have been cracked as a result of either a snow storm or flooding damage but stated she was unsure how the damage was actually caused.
28. In the absence of any plausible explanation from the Former Tenant as to how the two windows came to be cracked, such as a break-in or from weather, I am inclined to infer that the damage was caused willfully or negligently by the Former Tenant or their occupant or guest. In my view the cracked windows are not a result of wear and tear. I find it unlikely that all three windows were broken as a result of environmental conditions given that the Former Tenant was unable to produce any evidence that they had notified the Landlord when the damage occurred.
29. Based on the evidence before me, I am satisfied that the Landlord has proven, on a balance of probabilities, that the Former Tenant willfully or negligently caused undue damage to the windows.
30. The Landlord entered into evidence an invoice from Just Glass Contracting dated August 25, 2023 in the amount of \$1,639.63 to replace the glass windows. An order shall issue for this amount.

Broken Door

31. The Landlord also entered into evidence a photo of a wooden door that appeared to have been forced open causing the door to split.
32. The Former Tenant acknowledged that she had forced the door open as she had misplaced her keys.
33. Based on the evidence before me, I find that the damage to the door was undue and was caused willfully by the Former Tenant.
34. The Landlord submitted into evidence a receipt from the Home Depot in the amount of \$337.24 to replace the broken door and I find this expense to be reasonable in the circumstances.

Cleaning

35. The Landlord also submits that it incurred costs to clean the rental unit as the Former Tenant left an excessive amount of refuse and furniture behind when vacating the rental unit.
36. The Landlord's photo evidence showed several rooms with trash, furniture and other items throughout the rental unit as well as a large amount of garbage bags left outside the rental unit. While it is reasonable to expect that after a tenant vacates a rental unit a landlord will need to do some light cleaning and perhaps even have to take away some garbage, in my view, the quantity of garbage, personal possessions, furniture and other items left in the rental unit surpasses what I would expect a landlord to have to do in the normal course of doing business for a light clean-up.
37. With the evidence before me and on a balance of probabilities, I find that the Landlord has met the burden of proof to support the claim for undue damage in the form of garbage and debris left in the rental unit.
38. The Landlord submits that as per an invoice from Christina's Cleaning Services dated May 25, 2023, the Landlord incurred costs of \$350.00 to remove the Former Tenant's belongings, furniture and garbage from the rental unit.
39. Based on the evidence before me, I am satisfied on a balance of probabilities that 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.
40. The Landlord incurred reasonable costs of \$2,326.87 to replace property that was damaged and cannot reasonably be repaired.
28. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$933.33, which represents rent and compensation owing up to May 8, 2023.
2. The Former Tenant shall also pay to the Landlord \$5,504.17, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$2,326.87, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenant owes the Landlord is \$8,950.37*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Christopher Lin
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:

Rent and Compensation Owing To May 8, 2023	\$933.33
Utility Costs	\$5,504.17
Damage Costs	\$2,326.87
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,950.37