



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

File Number: LTB-L-027603-25

In the matter of: 2918 MILLSTREAM WAY
GLOUCESTER ON K1T4A4

Between: Pauline Ascoli Landlord

And

Massoud Essa Former Tenant

Pauline Ascoli (the 'Landlord') applied for an order requiring Massoud Essa (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.

Pauline Ascoli (the 'Landlord') applied for an order requiring (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 November 25, 2025.

Only the Landlord, the Landlord's Legal Representative Ahmad Alzameli and the Landlord's witness Moustafa Elgendy attended the hearing.

As of 9:56 am, the Former Tenant was 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, Former Tenant shall pay to the Landlord \$14,187.44.
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. These documents were served on October 15, 2025, by personal service.

4. The Former Tenant vacated the rental unit on October 1, 2024.

Utilities

5. The Former Tenant failed to pay water and sewer costs that they were required to pay under the terms of the tenancy agreement, to the City of Ottawa. An invoice for same was entered into evidence.
6. The Landlord incurred reasonable out-of-pocket expenses of \$107.79 as a result of the Former Tenant's failure to pay water and sewage costs.

Willful Damage

7. 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.
8. When the tenant was terminated, the Landlord had inspected the unit and had found damage to the unit namely the carpet which had to be replaced due to pet urine odours. The Landlord incurred labour costs of \$11,062.33 for the removal of the carpet from three separate bedrooms, and \$276.27 for carpet washing costs.
9. The Landlord also incurred costs of \$360.47 to replace a furnace filter, \$274.59 for cleaning of items left over by the Former Tenant, \$395.15 for the removal of window film, \$226.00 for the removal of furniture, \$475.02 for U-Haul rental and \$288.15 for garbage removal.
10. Based upon the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord incurred reasonable costs of \$13,893.65 to repair the damage or to replace property that was damaged and cannot reasonably be repaired.
11. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$107.79, 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 \$13,893.65, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$14,187.44*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026
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 Tenant must pay the Landlord:

Utility Costs	\$107.79
Damage Costs	\$13,893.65
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,187.44