



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Dadlani v Jorgensen, 2026 ONLTB 2231

Date: 2026-01-09

File Number: LTB-L-076309-25

In the matter of: Main, 488 King Street East
Toronto ON M5A1L8

Between: Priti Dadlani Landlord

And

Rene Hjortshoj Jorgensen Tenant

Priti Dadlani (the 'Landlord') applied for an order to terminate the tenancy and evict Rene Hjortshoj Jorgensen (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's:

- reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement; and
- reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 9, 2025. Only the Landlord attended the hearing.

As of 2:29 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Request to Amend the Application

1. The Landlord filed with the Board and served on the Tenant a request to amend the application. The request sought to amend the application to include Carolina Osorno ('CO') as a tenant party to the application as well as change the amount claimed for damages from \$997.50 to \$4,011.50 and the amount claimed for utilities from \$889.85 to \$1,214.67.
2. The request to amend the amounts sought were granted. However, the request to include CO as a tenant party was denied as the Landlord was unable to establish that it was agreed that CO would be added to the lease agreement. Moreover, CO was not included as a tenant by the Landlord in the application for arrears that was heard by the Board on November 5, 2025, file no.: LTB-L-066149-25. In addition, the N9 notice to end the tenancy provided by the Tenant did not include CO as a tenant. For all these reasons, I was not satisfied that CO was a proper tenant party that should be included in the application.

The Application

3. As the Tenant vacated the rental unit on October 11, 2025, the eviction portion of the application based on the N5 notice of termination was moot. Accordingly, the application proceeded based on the Landlord's claims for reasonable out-of-pocket costs the Landlord has incurred or will incur due to unpaid utilities and undue damage.

Utilities

4. It was the Landlord's evidence that the Tenant was required to pay 66% of the utilities under the lease agreement, which utilities included hydro, gas and water. A copy of the lease agreement was tendered as evidence in support of the Landlord's testimony. She stated that the bills stayed in her name and that she sent the Tenant copies of the bills with their portion of the bill owing.
5. The Landlord provided copies of all the outstanding utility bills for water, gas and electricity referred to in the application as evidence. The total outstanding owed by the Tenant was \$1,214.67. which represents 66% of the total bills.
6. Based on the uncontested evidence of the Landlord, I find that the Tenant has not paid the percentage of the utility bills that they are obligated to pay pursuant to the lease agreement and so the Tenant shall pay the Landlord \$1,214.67 in accordance with the order below.

Damages

7. In the application, the Landlord claimed alleged the following damages:
 - \$1,250.00 for damage to 2 walls in the second floor bedroom;
 - \$600.00 for damage to the door to the primary bedroom and door frame;
 - \$350.00 for damage to the wall above the fireplace in the primary bedroom;

- \$250.00 for damage to the kitchen wall and cabinet;
 - \$75.00 for damage to the electrical receptacle in the kitchen;
 - \$150.00 for damage to a light switch in the primary bedroom;
 - \$100.00 for damage to a pot light in the kitchen;
 - \$200.00 for costs to dispose of a treadmill and other garbage left by the Tenant;
 - \$65.00 removal of dog feces in the backyard;
 - \$85.00 for damage to water spout in the garage; and
 - \$425.00 for cleaning the unit, including removal of rotten food from the fridge.
8. As explained at the hearing, not all of the damages claimed by the Landlord were in fact damages. In this regard, the claims for garbage disposal, removal of dog feces and cleaning the unit and removal of rotten food were dismissed as these were not costs related to damage caused by the Tenant or someone they permitted in the rental unit.
 9. It was the Landlord's evidence that the amounts claimed in the application were based on an invoice from NS Renovations and Painting, dated November 1, 2025, which lists all the repairs and/or work required and the costs associated with each task. A copy of the invoice was tendered as evidence.
 10. The Landlord provided evidence regarding how each of the areas and/or items were damaged and provided photos of the bedrooms and the other areas that she claimed were damage in support of her testimony. With respect to the damages to the walls, doors, cabinets etc., those could be noted from the photos tendered as evidence. However, with respect to the claims of damages to the electrical switch and outlet, and the waterspout, there was insufficient evidence to conclude that these issues were as a result of wilful or negligent damage caused by the Tenant or someone they permitted in the rental unit. There was no evidence such as a report from an electrician or contractor to support the Landlord's testimony that the Tenant damaged these items, that they had been tampered with, or were used improperly.
 11. Based on the uncontested evidence of the Landlord, I find, on a balance of probabilities, that the Tenant, or someone the Tenant permitted in the rental unit, wilfully or negligently damaged the rental by glueing appliques onto the walls in second floor bedroom, allowing their dog to scratch and/or crack the primary bedroom door and its frame, by creating or leaving large gouges in the wall above the fireplace in the primary bedroom, screwing large holes into the kitchen wall and kitchen cabinet door and ripping the pot light out from the ceiling.
 12. Based on the evidence provided, I find the costs claimed to repair the aforesaid issues, to be reasonable. Accordingly, the Tenant shall be required to pay the Landlord \$2,550.00.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,214.67, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenant shall pay to the Landlord \$2,550.00, which represents the reasonable costs to repair undue damage.

3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$3,950.67.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026

Date Issued

Rachel Gibbons

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.