



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

Citation: Chandi v Knowles-tener, 2026 ONLTB 2492

Date: 2026-01-05

File Number: LTB-L-011879-24

In the matter of: 742 Khalsa Dr
Woodstock ON N4T0M4

Between: Jitender Singh Chandi Landlord

And

Cindy Patrice Knowles-Tener Former Tenants
Ross Kytrino Knowles-Tener

Jitender Singh Chandi (the 'Landlord') applied for an order requiring Cindy Patrice Knowles-Tener and Ross Kytrino Knowles-Tener (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants 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.

The Landlord also applied for an order requiring the Former Tenants 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 Tenants, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on October 22, 2025. Only the Landlord's legal representative, Raima Razzaq attended the hearing.

As of 1:30 p.m., 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, I find that the Former Tenants shall pay to the Landlord \$10,406.04. This amount represents unpaid rent, unpaid utility charges, and undue

damage caused to the rental unit, costs of filing the application, less the rent deposit and interest owed to the Former Tenants.

2. I am satisfied that the Landlord served the Former Tenants 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 September 13, 2024 by email.
4. The Former Tenants vacated the rental unit on December 15, 2023.

Rent and Compensation:

8. The lawful rent was \$2,500.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated 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 February 28, 2024.
12. The Landlord stated that as a result of the Former Tenants not paying rent for the month of December 2023, he attended the rental unit on December 15, 2023, and found it empty. He testified that he never served a notice of termination, nor did the Former Tenants provide him any written notice. Therefore, the Landlord sought rent for the earliest termination that could have been given if the Former Tenants had provided notice.
13. The rent arrears and daily compensation owing to February 28, 2024, are \$7,500.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Unpaid Utilities:

15. The Former Tenants failed to pay electricity and heat costs that they were required to pay under the terms of the tenancy agreement. The Landlord requested to be compensated for the unpaid water heater charges- however, due to the language noted in the tenancy agreement, I do not find that the Former Tenants are responsible for those charges.
16. The Landlord incurred reasonable out-of-pocket expenses of \$1,863.29 as a result of the Former Tenants' failure to pay heat and electricity costs.

Compensation for Damage

19. The Former Tenants, 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. The Former Tenants caused damage to the walls

and ceiling throughout the rental unit, there was moulding, trim, and floors that were damaged. This the Landlord says was not ordinary wear and tear.

20. The Landlord incurred reasonable costs of \$3,403.50 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.
23. The Landlord collected a rent deposit of \$2,500.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
24. Interest on the rent deposit, in the amount of \$46.75 is owing to the Former Tenant for the period from June 1, 2023 to February 28, 2024.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$7,500.00, which represents rent and compensation owing up to February 28, 2024.
2. The Former Tenants shall also pay to the Landlord \$1,863.29, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$3,403.50, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,546.75 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
6. The total amount the Former Tenants owe the Landlord is \$10,406.04*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenants do not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Curtis Begg

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 February 28, 2024	\$7,500.00
Utility Costs	\$1,863.29
Damage Costs	\$3,403.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,546.75
Total amount owing to the Landlord	\$10,406.04