



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

File Number: LTB-L-093180-24

In the matter of: 1331 President Court
St. Catharines ON L2R6P9

Between: Felice Del Priore Landlord

And

Jack Taylor Former Tenants
Jennifer Eves

Felice Del Priore (the 'Landlord') applied for an order requiring Jack Taylor and Jennifer Eves (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Felice Del Priore (the 'Landlord') applied for an order requiring Jack Taylor and Jennifer Eves (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 September 29, 2025.

Only the Landlord and the Landlord's legal representative, Brianna Brady, attended the hearing.

As of 10:36 AM, 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, the Former Tenants must pay the Landlord \$11,623.11 by January 20, 2026.
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 May 5, 2025, by mail to the address where the Former Tenants currently reside.
5. The Former Tenants vacated the rental unit on December 12, 2023.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$1,899.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$62.43. This amount is calculated as follows: \$1,899.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The Landlord served the Former Tenants with two N4 notices during the tenancy. The termination date on the notices were October 21, 2023, and November 19, 2023, respectively.
12. The Landlord testified that they happened to be in the area on December 12, 2023, and saw a moving truck at the rental unit. This is how the Landlord became aware the Tenants vacated.
13. The Landlord's application claims that the Former Tenants owe \$7,711.00 to December 31, 2023.
14. The tenancy ended on December 12, 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.
15. The rent arrears and daily compensation owing to December 12, 2023, are \$6,561.16.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

15. The Landlord testified that the rental unit was left in an unclean state with damages throughout the unit. The Landlord stated every room in the unit was left filthy and had multiple bags of garbage left behind. The toilet in the bathroom was not in working condition and the Former Tenants dog(s) had damaged window ledges and flooring. The Landlord further testified that the stove doors were completely removed and had to be replaced.

16. Additionally, the Landlord stated there was a flea and mice infestation in the unit which had to be irradiated by professional pest control.
17. The Landlord testified that the unit had been freshly painted with new flooring when the Former Tenant's moved in and that there were never any issues with pests in the unit prior to the Former Tenants' occupancy.
18. The Landlord submitted an invoice paid to Canadian Waste Handlers in the amount of \$622.40 for labour and disposal of garbage and property left behind by the Former Tenants.
19. The Landlord also submitted copies of cheques issued to tradespeople to clean, repaint and repair damages to the window ledges and flooring of the unit as well as for pest control. The total the Landlord paid for these repairs was \$6,090.00
20. The Landlord submitted photos of the rental unit showing all the claimed damages.
21. Based on the uncontested testimony and evidence before me I am satisfied on the balance of probabilities that 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.
22. I am also satisfied that the Landlord incurred reasonable costs of \$6,712.40 to repair the damage and replace property that was damaged and could not reasonably be repaired.

Rent Deposit

19. The Landlord collected a rent deposit of \$1,750.00 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.
20. Interest on the rent deposit, in the amount of \$86.45 is owing to the Former Tenant for the period from June 15, 2020, to December 12, 2023.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$6,561.16, which represents rent and compensation owing up to December 12, 2023.
2. The Former Tenants shall also pay to the Landlord \$6,712.40, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,836.45 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.
5. The total amount the Former Tenants owe the Landlord is \$11,623.11*. See Schedule 1 for the calculation of the amount owing.

6. If the Former Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Former Tenants 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

Melissa Anjema
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 December 12, 2023	\$6,561.16
Damage Costs	\$6,712.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$86.45
Total amount owing to the Landlord	\$11,623.11