



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

File Number: LTB-L-008832-25

In the matter of: 488 Fenel Road , RR#3
Woodville , Kawartha Lakes Ontario
K0M2T0

Between: Alan Webster Landlord

And

Catherine Hogg Former Tenant

Alan Webster (the 'Landlord') applied for an order requiring Catherine Hogg (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Alan Webster (the 'Landlord') applied for an order requiring Catherine Hogg (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.

Alan Webster (the 'Landlord') applied for an order requiring Catherine Hogg (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.

Alan Webster (the 'Landlord') applied for an order requiring Catherine Hogg (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 6, 2025.

Only the Landlord attended the hearing.

As of 10:00am, 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 claims for rent arrears, compensation for unpaid utilities and compensation for certain repair and cleaning costs on a balance of probabilities. The claim for compensation for substantial interference is dismissed.
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, 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. The Former Tenant vacated the rental unit on February 29, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

5. The lawful rent was \$1,461.35. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$48.04. This amount is calculated as follows: $\$1,461.35 \times 12$, divided by 365 days.
7. The Former Tenant has not made any payments since the application was filed.
8. The Former Tenant is 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. The tenant gave notice on February 6, 2024, to end the tenancy for February 29, 2024. This was not proper notice, and the earliest date would have been April 30, 2024, however the Landlord re-rented the unit on April 1, 2024. Therefore, the Former Tenant's obligation to pay rent ended on March 31, 2024.
9. The rent arrears and daily compensation owing to March 31, 2024 are \$2,922.70.
10. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

11. The Landlord claims \$201.00 as compensation associated with alleged substantial interference. The evidence shows that this amount represents the filing fee for an earlier Landlord and Tenant Board application relating to the tenancy.
12. Section 88.1 of the Act permits the Board to award reasonable out-of-pocket expenses that are the result of conduct which substantially interfered with the Landlord's reasonable enjoyment or other lawful interests. It does not authorize recovery of Board filing fees incurred in separate proceedings. Those fees are not expenses incurred to remedy or address the underlying conduct, but are part of the cost of litigation.
13. As the only amount claimed on this basis is the filing fee for a different application, I find that it is not recoverable under section 88.1. The Landlord's claim for \$201.00 for substantial interference is dismissed.

Compensation for unpaid utility costs

14. Under the tenancy agreement, the Former Tenant was responsible for paying for fuel for heating the rental unit. Heat was supplied by a propane system.
15. The Landlord testified, and filed an invoice, showing that shortly after the Former Tenant vacated he was required to refill the propane tank serving the rental unit at a cost of \$1,739.07. He explained that the Former Tenant had been responsible for maintaining an adequate propane supply during the tenancy but did not ensure that the tank was refilled before vacating, leaving an insufficient amount for continued heating. As the account remained in the Landlord's name, he was billed for the refill.
16. There was no evidence that this invoice related to any property other than the rental unit or that the Former Tenant had already reimbursed the Landlord for this charge. I accept the invoice as proof that the Landlord incurred an actual expense of \$1,739.07 for propane that should have been paid for by the Former Tenant during the tenancy.
17. I am therefore satisfied that the Former Tenant failed to pay utility costs she was required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses of \$1,739.07 for a propane tank refill as a result. The Landlord is entitled to this amount under section 88.2 of the Act.

Compensation for damage

18. The Landlord testified that when she regained possession of the rental unit on February 29, 2024, there was significant odour and dirt in the unit caused by the Former Tenant's dog and the condition in which the unit was left. The Landlord filed a detailed cleaning invoice dated April 8, 2024 describing labour and supplies for a "deep clean" of the unit, including washing and disinfecting floors, walls, and surfaces, and odour removal. The invoice shows labour of \$800.00 and supplies of \$420.00, for a total of \$1,220.00.
19. I accept the Landlord's evidence that the state of cleanliness at the end of the tenancy was beyond ordinary wear and tear and required a level of cleaning significantly greater than would be expected when a tenant vacates. I find that this condition was caused by the Former Tenant, another occupant, or someone permitted in the unit, and that the deep-cleaning costs of \$1,220.00 are reasonable and were incurred as a result of that damage.
20. The Landlord also claimed costs for replacing locks, repainting, plumbing work and removal of items from the property. However, the Landlord did not provide persuasive evidence that these costs were required because of wilful or negligent conduct by the Former Tenant, as opposed to ordinary maintenance, upgrades or repairs the Landlord chose to perform between tenancies. In particular, there was no clear explanation of how the Former Tenant caused the plumbing problem, and the evidence regarding repainting did not distinguish between damage caused by the Former Tenant and the Landlord's desire to refresh the unit.

21. For these reasons, only the cleaning invoice in the amount of \$1,220.00 is allowed as compensation for damage. The remainder of the Landlord's damage claim is dismissed.
22. The Landlord collected a rent deposit of \$1,100.00 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.
23. Interest on the rent deposit, in the amount of \$178.98 is owing to the Former Tenant for the period from August 1, 2014 to March 31, 2024

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,922.70, which represents rent and compensation owing up to March 31, 2024.
2. The Former Tenant shall also pay to the Landlord \$1,739.07, 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 \$1,220.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. The Landlord owes \$1,278.98 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 Tenant.
6. The total amount the Former Tenant owes the Landlord is \$4,803.79.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant 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

Colin Elsby
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.