



Amended Order
Order under Section 87 / 89
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-075949-24-AM

In the matter of: 3313 MIKALDA RD
BURLINGTON ON L7M0K8

Between: 9747346 Canada Inc. Landlord

And

Chivase Bryan Former Tenants
Lindsay Gilmour

9747346 Canada Inc. (the 'Landlord') applied for an order requiring Chivase Bryan and Lindsay Gilmour (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

9747346 Canada Inc. (the 'Landlord') applied for an order requiring Chivase Bryan and Lindsay Gilmour (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 Tenants permitted in the residential complex.

This application was heard by videoconference on August 18, 2025.

The Landlord's Agents, Sudha Chittella and Kamesh Chittella; the Landlord's Legal Representative, Angela Smith and the Former Tenant, Chivase Bryan attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on January 5, 2026.

Determinations:

Preliminary Issue – Former Tenants' Adjournment Request

1. The Former Tenant, Chivase Bryan ('CB') sought an adjournment as the other Former Tenant, Lindsay Gilmour ('LG') was allegedly stuck in Florida and was unable to attend the hearing as her return flight to Canada had been cancelled. There was no evidence that LG was unable to connect to the hearing. Further, there was no supporting evidence of the

fact that LG's flight was cancelled and there was no indication of any prior request to adjourn the matter.

2. The Former Tenants were given notice of the hearing and did not provide a reasonable explanation for her failure to attend the hearing.
3. As a result, I proceeded to hear the matter on its merits.
4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. However, the amount of the last month's rent and the interest owing on the deposit exceeds the amount owing by the Former Tenants. As a result, the Landlord shall pay to the Former Tenants \$1,408.97 which represents the amount owing on the last month's rent deposit and the interest on the deposit.
5. I am satisfied that the Landlord served the Former Tenants 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.
6. 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.
7. These documents were served on July 17, 2025, deemed served on July 22, 2025 by mail.

Arrears of Rent

8. The Former Tenants vacated the rental unit on August 14, 2024.
9. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
8. The lawful rent was \$2,715.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$89.26. This amount is calculated as follows: \$2,715.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on August 14, 2024 as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to August 14, 2024 are \$3,964.64.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Willful or Negligent Damage

Carpet Stains

16. CB did not deny that there was some staining to the carpet in the rental unit. CB testified that he was unaware of the stain on the carpet but acknowledged that he had children and that it was possible his children had stained the carpet. Based on the evidence before me, and in the absence of any plausible explanation for how the damage to the carpet was caused, I was satisfied that there was undue damage to the carpet and that the damage was likely the result of the willful or negligent conduct of the Tenants, their occupant or their guest.
17. However, no evidence was led as to the cost of repairing or replacing the carpet as a result of the stain. As a result, the Landlord's claim for the costs to repair or replace the carpet is denied.

Cleanliness

18. The Landlord asserts that the Former Tenants left the rental unit in a state of poor cleanliness by failing to clean the following items:
- Dirt and debris on the living room floor.
 - The kitchen stove top and counter.
 - Tires and a fridge in the garage
 - Random objects in the backyard including an umbrella and pillows
 - The powder room toilet
 - The basement
 - Stains in the bathtubs, sinks and toilets
 - Garbage left on the front curb
15. The Landlord submitted photos of the rental unit showing the state the Landlord claims the Former Tenants left the rental unit in.
16. Regarding the state of cleanliness of the unit, I was not satisfied that the state of cleanliness constituted either willful or negligent damage. In my view, based on the evidence before me, the rental unit was left in an ordinary state of cleanliness one would expect of a Former Tenants vacating a rental unit. While the Landlord may have incurred some cleaning expenses, I find that it is reasonable that when a tenant vacates a rental unit, a landlord will need to do light cleaning of the rental unit with respect to cleaning bathrooms, sweeping floors, wiping down surfaces and removing small items.
17. Given the above, this portion of the Landlord's claim is dismissed.

Kitchen Fridge Damage

19. The Landlord asserts that the Former Tenants caused willful or negligent damage by cracking and breaking various trays within the fridge.
20. CB testified that he purchased a replacement fridge as the fridge was broken in the rental unit. This was uncontested by the Landlord.
21. Even were I to consider the cracked trays as constituting undue damage, I would deny the Landlord a remedy on the basis that the Former Tenants purchased and left the fridge for

the Landlord in the rental unit. I was not satisfied that the expenses the Landlord may incur to repair a fridge that was purchased by the Former Tenants for the rental unit are not reasonable out of pocket expenses, and would allow the Landlord to unjustly enrich themselves.

Damage to Electrical Outlet

22. CB testified that he informed the Landlord about issues with the electrical outlet, which was subsequently inspected by an electrician. CB submits that the Landlord requested that the Former Tenants not use the electrical outlet but did not replace the wall outlet cover. CB testified that after the conversation on March 6, 2021, the Former Tenants did not use the electrical outlet.
23. A text message chain entered into evidence by the Landlord shows that on March 6, 2021, the Former Tenants indicated that there was an issue with a plug in the rental unit.
24. I was satisfied based on the evidence before me that there was an issue that occurred with the electrical outlet in 2021 and that the damage was not a result of willful or negligent damage by the Former Tenants. Rather, based on the evidence before me and the Former Tenants' testimony, which I found to be credible, the Former Tenants informed the Landlord of the issue which was not properly addressed until the Former Tenants vacated. As a result, this portion of the Landlord's application is dismissed.

Holes in Walls

25. The Landlord submitted a photo of a wall in the living room which appears to have been poorly plastered and painted over. The Landlord submits that the Former Tenants caused the undue damage to the wall and poorly patched the wall upon vacating the rental unit.
26. CB submits that the only holes made by the Former Tenants were some small drill holes where the Former Tenants had hung a TV, which CB alleges he patched before vacating. With regards to the damage alleged by the Landlord, CB testified that he did not cause the damage in the Landlord's photo, nor was he the one who patched that area. CB testified that the wall depicted in the Landlord's photo evidence was damaged by a former resident of the rental unit and was patched by the Landlord prior to the Former Tenantss moving into the rental unit.
27. With regards to the request for costs to repair the wall where the TV was hung, I was not satisfied that this was undue damage. I do not think that the small drill holes shown in the Landlord's photographs depict undue damage.
28. With regards to the poorly-repaired wall under the window, I accept CB's testimony that he did not cause the damage to the wall, and there were no photos of the rental unit prior to the Former Tenants moving in. I accept that the Former Tenants did not cause the damage alleged. I find that the Landlord's evidence with regards to the allegedly damaged wall to be insufficient, on a balance of probabilities, to establish that the Former Tenants had caused willful or negligent damage to the wall.

Damage to Window Sealing

15. The Landlord submits that the Former Tenants damaged the seal of the living room window and entered a photo of the living room window as evidence.
16. Based on the photo, I am not satisfied that there was any undue damage to the windows. As a result, the Landlord's request for costs to repair or replace the windows is denied.

Kitchen Stovetop

17. The Landlord submits that as per their photos of the stovetop, the Former Tenants, their occupant or their guest caused undue damage to the stovetop.
18. However, based on the photos entered as evidence by the Landlord, I was not satisfied that there was any undue damage to the stovetop. There was no indication that the stove was rendered inoperable and it is reasonable to expect some wear to a glasstop stove over the duration of the tenancy. The alleged damage appears to be normal scuffing that would be associated with regular use of a glass stovetop. As a result, the Landlord's request for costs to repair or replace the stove is denied.
19. The Landlord did not prove that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As a result, this portion of the application is denied.

19. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$1,249.64, which represents rent and compensation owing up to August 14, 2024.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. **The total amount the Former Tenant owes the Landlord is \$1,435.64. See schedule 1 for the calculation of the amount owing.**
4. If the Landlord does not pay the Former Tenants the full amount owing on or before January 16, 2026, the Landlord 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

Christopher Lin
Member, Landlord and Tenant Board

January 16, 2026
Date Amended

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 Tenants must pay the Landlord:

Rent and Compensation Owing To August 14, 2024	\$1,249.64
Damage Costs	\$0.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	<u>- \$0.00</u>
Less the amount of the interest on the last month's rent deposit	<u>- \$0.00</u>
Total amount owing to the Landlord	<u>\$1,435.64</u>