



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

Citation: Lewis v Reed, 2024 ONLTB 10796

Date: 2024-02-08

File Number: LTB-L-002167-23

In the matter of: 55, 1095 MISSISSAGA STREET WEST
oRILLIA ON L3V6W7

Between: Jack Lewis Landlord

And

Gage Reed Former Tenant
Paige Teachout

Jack Lewis (the 'Landlord') applied for an order requiring Gage Reed and Paige Teachout (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Jack Lewis (the 'Landlord') applied for an order requiring Gage Reed and Paige Teachout (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.

Jack Lewis (the 'Landlord') applied for an order requiring Gage Reed and Paige Teachout (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.

Jack Lewis (the 'Landlord') applied for an order requiring Gage Reed and Paige Teachout (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 November 3, 2025..

Only the Landlord attended the hearing.

As of 1:15 pm the Former Tenant's legal representative 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.

Preliminary:

Hearing adjourned

1. The Landlord and the Landlord's friend acting as agent, Suzanne Cornish attended the hearing.
2. The Landlord agent stated that she had served the application and the notice of hearing to the Former Tenants by mail. The Landlord agent stated she had acquired the Former Tenants address from a post they Former Tenants had made on Facebook advertising their new address.
3. I was satisfied with the Landlord agent's testimony under oath that the documents had been properly served in accordance with the Rules and the *Residential Tenancies Act*, 2006 (the "Act").
4. The hearing proceeded and submissions were made to request to amend the Landlord's application.
5. After hearing the amendment requests the hearing time had ended and I did not have time to complete the application.
6. An adjournment sheet was submitted, and an interim order was issued with instructions for the next hearing for evidence submissions.

Determinations:

7. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
8. The Landlord attended the hearing.
9. The Former Tenants were not in attendance.
10. The Landlord stated that he believed his friend had served the notice of hearing to the Former Tenant as she did for the prior hearing. The Landlord later stated he assumed the Board would issue the notice of hearing for the Former Tenant.
11. On a landlord's L10 application the Landlord is responsible for serving the application, notice of hearing and any evidence on the Former Tenant in accordance with the Board's Rules of Procedure section 3.3 that states:

3.3 In addition to methods of service identified in the RTA a document may be served on a tenant **or former tenant no longer in possession of a rental** unit, by:

- a. leaving it at the place where mail is ordinarily delivered to the person, sliding it under the door or putting it through a mail slot in the door of the tenant or former tenant's residence;
- b. sending the document(s) by courier to the address where the tenant or former tenant resides; or
- c. by email if:
 - i. during the tenancy the tenant or former tenant had consented in writing to service by email; and
 - ii. if it can be proven that the contents actually came to the attention of the tenant or former tenant.

[emphasis added]

12. Further if a party fails to serve documents to the other party as required the Board's Rules of Procedure section 5,17 state:

Failure to Serve

5.17 Where a party fails to serve as ordered the LTB may:

- a. proceed with the hearing if satisfied there will be no prejudice to any party;
- b. adjourn the hearing; or,
- c. **dismiss the application, motion or request.**

[emphasis added]

13. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not served the Former Tenants the required documents in accordance with the Board's Ruled 3.3 and therefore the application must be dismissed.

26. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

27. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

January 15, 2026
Date Issued

Greg Brocanier
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.