



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

File Number: LTB-L-084372-23

In the matter of: 31 SMITH CRES
BELLEVILLE ON K8N4K3

Between: Genevieve Maceren Landlord

And

James Sanderson Former Tenant
Alecia Glenn

Genevieve Maceren (the 'Landlord') applied for an order requiring James Sanderson and Alecia Glenn (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Genevieve Maceren (the 'Landlord') applied for an order requiring James Sanderson and Alecia Glenn (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 January 6, 2026, at 09:00 am.

Only the Landlord Representative Shasta Pearson attended the hearing.

As of 09:30 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.
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 November 20, 2025, by email.
5. The Former Tenants vacated the rental unit on September 8, 2023.
6. 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

8. The lawful rent was \$1,739.33. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$57.18. This amount is calculated as follows: $\$1,739.33 \times 12$, divided by 365 days.
10. The Former Tenant's have not made any payments since the application was filed.
11. The tenancy ended on 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.
12. The rent arrears and daily compensation owing to September 8, 2023, are \$9,154.09
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

15. 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.
16. Specifically, the Landlord Representative submitted, supported by photographs entered in evidence, that on September 11, 2023, when their contractor, completing work on the lower rental unit, noticed a hole, and upon investigation discovered the damage. This damage included holes in the walls, doors, broken cabinets, range hood, fireplace surround, and shower.
17. It was also their submission, supported by the invoices entered, that the cost to repair the damage was \$17,885.65.
18. Based on the above uncontested evidence, the Landlord incurred reasonable costs of \$17,885.65 to repair the damage or replace property that was damaged and cannot reasonably be repaired.

Rent Deposit

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

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$9,154.09, which represents rent and compensation owing up to September 8, 2023.
2. The Former Tenants shall also pay to the Landlord \$17,885.65, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlord is \$27,225.74*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026, at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Kelly Delaney
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	\$9,154.09
Damage Costs	\$17,885.65
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,225.74