



Order under Section 69 Residential Tenancies Act, 2006

Citation: Di Giacomo v Hulme, 2026 ONLTB 4106

Date: 2026-01-19

File Number: LTB-L-082111-25

In the matter of: 7 University Avenue
Cobourg ON K9A1C6

Between: Giuseppe Di Giacomo
Bhawandeep Di Giacomo

Landlords

And

Daniel Hulme
Emma Sughrue

Tenants

Giuseppe Di Giacomo and Bhawandeep Di Giacomo (the 'Landlords') applied for an order to terminate the tenancy and evict Daniel Hulme and Emma Sughrue (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 Application).
- the Tenants' behaviour or someone visiting or living with the Tenants has interfered with the Landlord's lawful rights, privileges or interests (L2 Application)

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's Legal Representative, Dara Saunders and the first-named Landlord attended the hearing. Ms. Saunders advised me that the Tenants vacated the rental unit on November 30, 2025 and thus we will deal with the L1 application and only the damage claim in the L2 application.

As of 12:57 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants vacated the rental unit on November 30, 2025..
3. The lawful rent is \$2,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$13,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$55.72 is owing to the Tenant for the period from February 14, 2025 to December 17, 2025.

L2 Application – Damage Claim

10. The Landlord claims the Tenants damaged the property as described below:
 1. A toilet had to be replaced due to the Tenants allowing it to be used while clogged;
 2. The sump pump in the basement developed a problem causing flooding and mold to accumulate in the basement. The Landlord was only advised of this issue months after the problem started;
 3. A further toilet had to be replaced with associated plumbing and vanities had to be replaced due to the damage and misuse by the Tenants;
 4. A window was damaged by the Tenants and there were several holes in the drywall in the rental unit;
 5. Closet doors and other interior doors were substantially damaged by the Tenants;
 6. Garbage and refuse was left at the rental unit after the Tenants vacated and the Landlord had to remove same and rent a large bin.
11. The Landlord testified that he attended at the rental unit on June 6, 2025 and confirmed that the unit was in a terrible condition. He spoke with the Tenants about cleaning up the inside of the unit and the outside of the unit. The Landlord stated that he had received a phone call from the municipality regarding the garbage and refuse outside the rental unit.

12. Due to the Landlord's concern about the property, he attended the unit again on July 20, 2025 and the Tenants told him that there was mold in the basement. The Landlord entered the basement and noted the problem with the sump pump which caused flooding and mold to grow. He noted the damages to the walls and doors again, the powder room vanity was broken and the Tenants advised that there was an issue with the toilet in the primary bathroom. The toilet was clogged and had been for some time but the Tenant and her family continued to use the toilet.
13. The Landlord testified that the mold specialist attended the unit on July 23, 2025 to fix the sump pump issue, remove the mold and treat the basement accordingly and this invoice was \$2,702.96. The Landlord believed that if the Tenants had advised him of the leaking sooner, this situation would not have occurred.
14. The Landlord attended the unit on July 24, 2025 to remove the clogged toilet, cap the flange and took the toilet to investigate. He discovered a large plastic cap that had holes in it which caused the blockage. He had to replace this toilet at a cost of \$282.50.
15. The Landlord stated that besides these two expenses, he estimated that the rental unit would require repairs and cleaning in the amount of \$15,000.00. He stated that the Tenant had two dogs, eight puppies and a cat in the rental unit.
16. The Landlord provided me with an invoice from Golden Tap Plumbing dated December 16, 2025 in the amount of \$5,472.58. Based on the damages described, I accept this invoice as reasonable in the circumstances with one exception. I will be deducting the cost of \$218.00 for one toilet as the evidence set out two broken toilets not three. I will award \$5,254.58 for this claim.
17. The Landlord also provided me with an invoice from Dream Clean Commercial Services dated December 16, 2025 in the amount of \$1,649.80. Based on the Landlord's description of the condition of the rental unit and the fact that there were 10 dogs and one cat residing there, I accept this invoice as reasonable and necessary. I will award the full amount of this claim.
18. The Landlord provided me with an invoice from Professional Painting Today dated December 12, 2025 in the amount of \$5,763.00. This invoice included the major repairs to the walls in the rental unit and re-painting of the whole house. Again based on the Landlord's evidence, I accept this invoice as reasonable and necessary. I will award the full amount of this claim.
19. Although the Landlord did not provide me with an invoice for the mold remediation of \$2,702.96, I am satisfied that this expense is reasonable in the circumstances and was necessary.
20. I am not awarding the claims for \$56.48 and \$39.53 for the garbage can and recycle bin. I do not see this as an appropriate claim.
21. Lastly, I will not be awarding the \$282.50 for the replaced toilet as the Golden Tap Plumbing invoice references two replaced toilets.

It is ordered that:

1. Pursuant to the Tenants vacating of the unit, the tenancy between the Landlord and the Tenants terminated on November 30, 2025.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$10,730.28. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay to the Landlord \$15,370.34 for the damage claim. This total includes the mold remediation, the deep cleaning of the unit, the major plumbing repairs and the painting/repairing of the rental unit walls.
5. The total amount that the Tenants shall pay to the Landlord is \$26,100.62.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Tenants 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

Carrie Bertrand

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on June 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To November 30, 2025	\$13,250.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,650.00
Less the amount of the interest on the last month's rent deposit	-\$55.72
Total amount owing to the Landlord	\$10,730.28