



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

File Number: LTB-L-037594-25

In the matter of: 302, 56 LAKESIDE TERR
BARRIE ON L4M0L4

Between: Jamila Jones Landlord

And

Maxwell Gray Montgomery Former Tenant

On May 6, 2025, Jamila Jones (the 'Landlord') applied for an order requiring Maxwell Gray Montgomery (the 'Former Tenant') to:

- pay the rent and daily compensation that the Former Tenant owes;
- 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.
- 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. (altogether, the L10 application)

As part of the L10 application, the Landlord also claimed charges related to NSF cheques.

This L10 application was heard by videoconference on December 22, 2025.

The Landlord and the Former Tenant attended the hearing. The Former Tenant consulted with Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. I am satisfied that the Landlord served the Former Tenant with the L10 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.
2. I am also satisfied that the Landlord served the Former Tenant with the L10 application and Notice of Hearing using a method(s) 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. These documents were served on October 24, 2025 by email (agreed method of communication) and again on November 15, 2025 by regular mail to the Former Tenant's father's business address (which the Tenant confirmed he ended up receiving).

4. The parties agreed the Former Tenant vacated the rental unit on March 31, 2025.
5. I am satisfied the L10 application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent/compensation, Utilities & NSF Claim + Filing Fee

6. Before me, the parties agreed that under the claims of this L10 application, with all rents, utilities and deposits accounted for, the Former Tenant owes the Landlord a total of \$3,000.82, which represents \$1,850.00 in rent/compensation owing, \$944.82 in unpaid utilities, \$20.00 in NSF charges and \$186.00 for the filing fee.
7. The parties also agreed the Former Tenant will pay back the Landlord the \$3,000.82 in two payments, the first being \$1,500.00 on/before January 22, 2026 and the second being \$1,500.82 on/before February 22, 2026. If any balance remains unpaid after February 22, 2026, then the unpaid balance will start to accrue 4% in simple interest afterward.
8. I was satisfied the parties understood the terms of their joint submission.

Wilful/Negligent Damage Claim

9. The Landlord testified she went into the rental unit on April 1, 2025 and found the rental unit in a bad damaged/dirty state – she described it briefly and emphasized the state by saying that 1-800-Junk would not take on the job of cleaning up the unit. The Landlord testified she hired a hazardous-waste cleaning company to throw out the things left behind, debug the unit and then sanitize the unit, after which she hired a painter to re-paint the bedroom and bathroom.
10. The Landlord led exhibits LL#1 and LL#2 as evidence of the amounts she paid her contractors. LL#1 is a \$2,130.50 bill she confirmed paying to Omega Dry Carpet Cleaning Inc. and LL#2 is a \$525.00 bill she paid Pierre Renovations for painting services rendered. The total that she paid was \$2,655.50 (includes HST).
11. The Former Tenant did not wish to dispute the undue damage claim. He agreed he had left the unit in an unsanitary state, but he explained the circumstances he had been facing. He testified that he had been dealing with a very serious case of depression, self-isolating himself at the time. On the day of move-out, there was an ice-storm in Barrie which rendered the service elevator inoperable, he said, and not being able to afford movers, he explained he had to use the stairs to move as much as he could to a friend's van and his car below.
12. The Former Tenant said he would not be able to pay the full amount of undue damage identified by the Landlord straightaway. After having to pay the agreed-upon amount under the other claims above, the Former Tenant considered his financial situation and stated that he could pay \$150.00 per month starting in March 2026.
13. The Landlord did not consent to this type of a payment plan but she understood the Former Tenant's situation and his effort to pay back what he owes.

20. Based on the parties' submissions concerning the dirty and damaged state of the unit as given above, I find the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
21. I also find the Landlord incurred reasonable costs of \$2,655.50 to repair the undue damage or replace property that was damaged and cannot reasonably be repaired. Based on the submissions of the Former Tenant, I explained to the parties present that I will order an 18 month repayment plan starting on March 22, 2026, and if the Former Tenant fails to make any one of the payments, then an acceleration clause will take effect to order the unpaid balance as owing.

It is ordered that:

On consent of the parties:

1. The tenancy ended on March 31, 2025, when the Tenant gave vacant possession of the rental unit back to the Landlord.
2. The Former Tenant shall pay \$3,000.82 to the Landlord, which represents \$1,850.00 in rent/compensation owing, \$944.82 in unpaid utilities, \$20.00 in NSF charges and \$186.00 for the L10 filing fee.
3. The Former Tenant shall pay the Landlord \$3,000.82 according to the following schedule.

On or before date	Payment to be made
January 22, 2026	\$1,500.00
February 22, 2026	\$1,500.82

4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

By LTB order:

5. The Former Tenant shall also pay to the Landlord \$2,655.50, which represents the reasonable costs the Landlord incurred as a result of the undue damage.
6. The Former Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 5 of this order:
 - a) **\$150.00 (payment for undue damage)** on or before **March 22, 2026** and every month thereafter on/before the **22nd day** of each corresponding month for a total of 17 months, up to and including **July 22, 2027**; and
 - b) **\$105.50 (balance of arrears)** in the 18th month on or before **August 22, 2027**.
7. If the Former Tenant fails to make any one of the payments in paragraph 6 of this order, in full and on time, the full balance owing becomes due and payable immediately and the Former Tenant will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

January 20, 2026

Date Issued

Alex Brkic

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.