



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

File Number: LTB-L-097175-24

In the matter of: 2084 PINEVIEW DR
OAKVILLE ON L6H5M4

Between: Vanessa Lycos Landlord
Constantine Lycos

And

Corey Jordan Former Tenant

The term “Landlord” refers to all persons or companies identified as a Landlord and “Tenant” refers to all persons identified as a Former Tenant, within the order.

Vanessa Lycos and Constantine Lycos (the 'Landlord') applied for an order requiring Corey Jordan (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Vanessa Lycos and Constantine Lycos (the 'Landlord') applied for an order requiring Corey Jordan (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.

Vanessa Lycos and Constantine Lycos (the 'Landlord') applied for an order requiring Corey Jordan (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 October 1, 2025.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has partially proved the allegations contained in the application on a balance of probabilities. Therefore, an order shall issue requiring the Former Tenant to pay the Landlord \$12,596.73 on or before February 1, 2026.

Service of the L10 Application and Notice of Hearing

2. It is uncontested that the Landlord did not serve the Former Tenant with a copy of the L10 application and notice of hearing. The Landlord submits that he assumed the Former Tenant knew about the proceedings when he uploaded his disclosure to the portal.
3. The Former Tenant confirms reviewing the L10 application and responding to it by providing his disclosure.
4. The Board's records also show the L10 application and notice of hearing was emailed by the Board to both parties on May 5, 2025.
5. Therefore, while I find the Landlord did not meet their service obligations under the Act with respect to the notice of hearing and L10 application, pursuant to subsection 191(2), I am satisfied that the Former Tenant is aware of the proceedings and has had an adequate opportunity to prepare their defence. This is confirmed by the Former Tenant.
6. I proceeded to hear the application.

Termination of the tenancy

7. The evidence of the parties confirms that the parties entered into an agreement to terminate this tenancy on April 30, 2024 and the Former Tenant vacated the rental unit on this date.
8. Therefore, I find the tenancy terminated on April 30, 2024 and the application, which was filed on November 22, 2024, 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 Landlord's claim for rent and compensation arises from the period February – April 2024. The Former Tenant agrees he did not pay the rent for this period. What's disputed by the parties is the lawful monthly rent.
9. The Former Tenant asserts the rent is \$5,185.00 whereas the Landlord submits it is \$5,260.00 and explains that it increased in September 2023. The Former Tenant cannot recall this increase.
10. The *Residential Tenancies Act, 2006* is specific when it comes to rules surrounding rent increases. As there was no evidence before me to articulate whether there was a notice of rent increase, how the notice of rent increase was served, and when I find the evidence insufficient to establish that the alleged increase in September 2023 was in accordance with the Act.
11. Therefore, I find the lawful monthly rent remained \$5,185.00 and the arrears owed total \$15,555.00 for the period February-April 2024.
12. The Former Tenant has not made any payments since the application was filed.

13. The tenancy ended on April 30, 2024 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
14. The Landlord confirmed holding a last month rent deposit in the amount of \$5,300.00 which was collected on December 8, 2021 and for which interest is owed in the amount of \$224.18.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Act defines "utilities" to include heat, electricity and water; therefore, a claim such as this one, under section 88.2 can only include the above utilities.
16. The Landlord's claim under this section is for \$692.00 which includes unpaid pool expenses (\$583.81) and a prorated gas bill of \$107.91.
17. Given the definition under the Act of what constitutes utilities, I find the claim for the unpaid pool expenses must be dismissed as the Board does not have the jurisdiction to award this amount under this section.
18. With respect to the pro-rated gas bill, under the lease agreement, the Former Tenant was responsible to pay the utilities including heat (gas), electricity, water. The Landlord submits the final bill came in June 2024 as the billing occurred on a quarterly basis and the amount claimed has been prorated for the period the Former Tenant remained in possession of the rental unit.
19. The Former Tenant submits he gave the utility company his move out date but did not confirm making any payments up until the date he moved out.
20. Therefore, I find the Former Tenant failed to pay heat costs that they were required to pay under the terms of the tenancy agreement.
21. The Landlord incurred reasonable out-of-pocket expenses of \$107.91 as a result of the Former Tenant's failure to pay heat costs and this amount shall be awarded in full.

Compensation for damage

19. The Landlord's claim for damages under section 89 of the Act includes the following:
 - i. Cleaning and removal of dog feces;
 - ii. Dining table that was removed from the home, provided by the Landlord;
 - iii. Pool cover damage due to puncture from dog claws; and
 - iv. Junk removal fees.
20. Section 89 of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

21. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish the following:

- i. There was property damage to the rental unit or residential complex;
- ii. The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
- iii. The damage was a result of wilful or negligent conduct.

22. In this context, I take the word “property” to refer to the physical objects like the walls, ceilings, floors, appliances and fixtures in a residential complex.

23. If all of these factors are met, then the amount the Board can award is limited to the reasonable cost of repair – the replacement cost cannot be awarded unless it is not reasonable for the damage to be repaired.

24. As explained to the Landlord at the hearing, the claim for junk removal is not covered under subsection 89(1) of the Residential Tenancies Act, 2006 (the 'Act') as it does not constitute property damage to the rental unit and must be dismissed.

25. With respect to the cleaning related to the Tenant's dog and removal of dog feces, the Landlord asserts he had to hire professionals to do a thorough cleanse of the residential complex from the damage related to the Tenant's dog including the removal of stains and cleaning the carpets. No photos were presented in support of this assertion, however an invoice was presented by the Landlord, dated May 7, 2024, which itemized work done in the rental unit including air duct and carpet cleaning, and power washing. The Landlord testified that he had received complaints from neighbours about the smell coming from the residential complex and resorted to the thorough cleanse. The Landlord further testified that he spent two days cleaning up the feces from the backyard left by the Tenant and their dog. This cost him time and resources and believes the Tenant should reimburse him for that in the amount of \$800.00.

26. The Tenant disputes being responsible for this cleaning and submits that he had paid the Landlord's realtor's wife to perform cleaning in the rental unit before leaving the keys for the Landlord. The Tenant submitted photographs in support of his assertion of the final cleanout and submits he incurred costs of \$200.00 for this cleaning. Further, the Tenant submits he contracted the cleaning of the feces from the backyard to a company who attended weekly to clean.

27. In reviewing the photographs, it appears that they do not demonstrate any areas of damage that remained after the cleaning of the rental unit, nor does the amount charged to the Tenant support the assertion of extensive damage to the rental unit.
28. Since the Landlord is pursuing this claim, the onus is on the Landlord to provide evidence in support of their assertion. The Landlord failed to provide photographs in support of their claim for damage.
29. In the face of two opposed accounts related to the allegation of damage with photographs from the Tenant showing no damage, and without corroborating evidence like photographs, videos, evidence from the cleaning company, there is simply insufficient evidence to establish that it is more likely than not that the Tenant failed to render the unit in a clean state. As a result, I find that the Landlord has failed to meet its burden of proof and this claim must be dismissed.
30. With respect to the removal of the dining table provided by the Landlord, it appears that this claim is essentially uncontested. The dining table was the Landlord's property that the Tenant was able to use during his tenancy and does not appear to be returned to the Landlord at the end of the tenancy. I say this based on the photographs filed by the Tenant and the Tenant's assertion that perhaps it is in his moving pod since he had movers attend the property to pack and remove his belongings. It is unclear why the Tenant has not rectified this by looking into his pod and returning the table if it has been taken by his movers.
31. The Landlord testified that they paid \$2,677.50 when they purchased the table in March 2021 and now see similar products ranging between \$2,500.00 and \$4,000.00.
32. I find the Tenant's failure to leave the table (a furnished item provided during the tenancy) upon vacating the rental unit constitutes damage to the property that is not undue. I find this resulted from the Tenant's wilful or negligent conduct of failing to ensure the movers only took his items. In terms of the cost for reimbursement, the table was purchased in 2021, the useful life of a table of this nature is approximately 15 years. The Tenant moved out three years after the table was purchased. I find the Tenant is responsible to reimburse the Landlord \$2,142.00 for this table. This is calculated as follows:

(Purchase price / useful life) x years used by the Tenant = \$535.50 (depreciation)

Purchase price – depreciation = \$2,142.00

33. With respect to the pool cover damage due to puncture from dog claws, the Landlord submitted an invoice showing the cost of replacing the cover in the amount of \$4,294.00. The invoice indicates the cover is custom made but says nothing with respect to the damage or whether it could be repaired before replacing it entirely. Nor has the Landlord submitted photographs in support of their claim.
34. So while I find the Former Tenant's dog caused the damage to the pool cover, as the Tenant did not oppose this but challenged why he was responsible for the amount, I find the Landlord did not prove the reasonable costs that the Landlord incurred as a result of the damage, particularly the extent of the damage and whether it was possible to repair before replacing it entirely. As such, this claim must be dismissed.

Request for Repayment Plan

35. The Former Tenant submits that if he is found responsible for the amount, he will need a year to repay the Landlord as he cannot afford to pay right now and has three children ages 16, 13, 10.
36. The Landlord opposes any delay in repayment due to the length of time that has passed since the Tenant moved out.
37. Pursuant to s. 204 of the Act the Board may include in an order whatever conditions it considers fair in the circumstances. So the Board has the discretion to order payment over time or to delay payment. Typically when the Board does this, the order contains a clause that if the Tenant breaches the repayment plan, the balance immediately comes due and post-judgement interest starts to accrue.
38. So the issue for the Board is with respect to whether or not it would be fair in all of the circumstances to impose a repayment plan on the Landlord. Is there some compelling reason for the Board to exercise its discretion as the Tenant asks?
39. Rather obviously, the order the Tenant seeks would cause some prejudice to the Landlord – payment that is due and owing is delayed and the Landlord gains no interest in compensation for that delay until or unless the Tenant breaches the repayment plan. On the other hand, the post-judgement interest rate is extremely low at 4.00%. So if the Tenant is required to pay \$12,596.73 the annual interest that accrues is roughly \$500.00 or approximately \$42.00 per month. Given this minimal amount, it seems to me that this extra cost is not a compelling reason to grant the Tenant's request in the face of the Landlord's objection.
40. The Tenant may feel that the benefit of a repayment plan is that it will not impact on his credit in the same way as a more traditional order, or it may not result in enforcement measures like garnishment of wages. It is not clear to me that this is true. The Landlord has the right to enforce a judgement debt regardless of whether or not interest is accruing and any creditor can register a debt with credit reporting agencies at will.
41. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$10,145.82, which represents rent and compensation owing up to April 30, 2024 less the last month rent deposit and interest owed on the deposit.
2. The Former Tenant shall also pay to the Landlord \$107.91, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$2,142.00 which represents the reasonable costs the Landlord will incur as a result of the damage.

4. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. The total amount owed by the Former Tenant to the Landlord is \$12,596.73.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026

Date Issued

Sonia Anwar-Ali

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.