



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

File Number: LTB-L-095621-24

In the matter of: 642 PEPPERVILLE CRES
KANATA ON K2M0E8

Between: Kathy Bartkowski Landlord

And

Fanice Ashioya Anene Former Tenant

Kathy Bartkowski (the 'Landlord') applied for an order requiring Fanice Ashioya Anene (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.

The Landlord also applied for an order requiring 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 19, 2026.

Only the Landlord attended the hearing.

As of 9:20a.m., the Former Tenant 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

Determinations:

1. 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. These documents were served on October 24, 2025 by email. The Former Tenant consented in the lease agreement to service by email (DOC-7132306). I am also satisfied that the document came to the Tenant's attention. After the notice of hearing was sent, the Tenant sent the Landlord an email on December 11, 2024 (DOC-7175834). This demonstrates that the email is still being actively used by the Tenant.

2. The Former Tenant vacated the rental unit on August 31, 2024. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Former Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of \$277.57 as a result of the Former Tenant's failure to pay water costs. This is for a bill that covered the period from April 5, 2024 to August 31, 2024.
9. The Landlord alleges that the Former Tenant damaged the rental unit by leaving garbage and furniture that the Landlord had to pay to have removed. I am not satisfied that cleaning and item removal constitutes damage to the rental unit. As such this claim is dismissed. The Landlord did not seek out of pocket expenses for substantial interference.
10. I note that the Landlord mentioned at the hearing that the Tenant stained the carpet and burned a countertop but then also said that they were not seeking costs for that because they incorporated it into the sale of the rental unit. The Landlord said they were just seeking costs for the disposal and cleaning.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$463.57, which represents the \$277.57 reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs and \$186.00 for the cost of filing the application.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Former will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Amanda Kovats
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.