



**Order under Section 87 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-014109-25

In the matter of: Upper, 88 Fox Run
Barrie Ontario L4N5A8

Between: Ashtonne Tesoro Landlord

And

Stephen Jackson Former Tenant

Ashtonne Tesoro (the 'Landlord') applied for an order requiring Stephen Jackson (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 19, 2026.

Only the Landlord and the Landlord's representative Reginald Bent attended the hearing.

As of 9:50a.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 December 16, 2025 by leaving them where mail is delivered at the Tenant's current address. The Landlord obtained a credit report to find the Tenant's address.
2. The Former Tenant vacated the rental unit on June 29, 2024. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
3. The Landlord provided a rent ledger (DOC-7136073).

4. The lawful rent was \$2,150.00. This includes base rent and a set charge for utilities. It was due on the 27th day of each month.
5. The Landlord indicated at the hearing that they were seeking rent up until the day that the Tenant vacated June 29, 2024. However, their ledger charges rent up until July 26, 2024. As the Landlord only asked for rent up until the day that the Tenant vacated at the hearing that is all that will be awarded. The Landlord led insufficient evidence to award rent passed the date that the Tenant vacated. The Landlord led no evidence about the circumstances surrounding the tenancy ending, whether the Landlord attempted to mitigate their losses, or whether they re-rented the unit in the period they are seeking arrears for.
6. For the 17-month period from January 27, 2023 to June 26, 2024 the Tenant was charged \$36,550.00 and paid a total of \$26,255.00. As such the arrears to June 26, 2024 are \$10,295.00. The Tenant also owes \$212.04 for three additional days of rent from June 27, 2024 to June 29, 2024 when they vacated. As such the total arrears to June 29, 2024 is \$10,507.04.
7. The Landlord collected a rent deposit of \$2,150.00 from the Former Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$77.32 is owing to the Former Tenant for the period from January 18, 2023 to June 26, 2024. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord requests \$300.00 for the cost of having their application prepared. The Landlord claims this cost as out of pocket expenses for substantial interference. However, what the Landlord is essentially asking for is costs for the proceedings. The Board does not typically award costs (other than the filing fee of a successful applicant) unless a parties conduct was unreasonable in the proceedings. The Tenant's conduct was not unreasonable in the proceedings and therefore the request for preparation fees is denied.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$10,507.04, which represents rent and compensation owing up to June 29, 2024.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes \$2,227.31 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$8,480.73.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Amanda Kovats
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.