



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

File Number: LTB-L-068834-24

In the matter of: 43B BURNABY BLVD
TORONTO ON M4R1B4

Between: James Kabrajee
Kathryn Jane Fitzwilliam
Landlords

And

Johanna Simmonds
Graham Simmonds
Former Tenants

James Kabrajee and Kathryn Jane Fitzwilliam (the 'Landlords') applied for an order requiring Johanna Simmonds and Graham Simmonds (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

James Kabrajee and Kathryn Jane Fitzwilliam (the 'Landlords') also applied for an order requiring Johanna Simmonds and Graham Simmonds (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

James Kabrajee and Kathryn Jane Fitzwilliam (the 'Landlords') also applied for an order requiring Johanna Simmonds and Graham Simmonds (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 27, 2026.

Only the Landlords and the Landlords' Legal Representative Andrew McMaster attended the hearing.

As of 9:18 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlords \$8,338.39 by February 14, 2026.
2. I am satisfied that the Landlords served the Former Tenants 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. The Landlords used a method of service 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 December 19, 2025 by sending them to the Former Tenants' current residence.
4. The Former Tenant vacated the rental unit on July 8, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. At the hearing, the Landlords requested to amend the application to reflect an error made upon filing. The Landlords omitted the unpaid rental period of May 1, 2024 to May 31, 2024 and requested this period be added. Since the Former Tenants, properly served with the Notice of Hearing by the Landlords, did not attend the hearing to make submissions with respect to prejudice, I granted the request to amend.
7. The lawful rent was \$5,637.50. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$185.34. This amount is calculated as follows: \$5,637.50 x 12, divided by 365 days.
9. The Former Tenants have not made any payments since the application was filed.
10. The tenancy ended on July 8, 2024 as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Landlords only sought rent arrears and compensation owing up to this date.
11. The rent arrears and daily compensation owing for the period of May 1, 2024 to July 8, 2024 are \$12,757.72.
12. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

Compensation for unpaid utility costs

13. The Landlords submitted a copy of the lease agreement showing the Former Tenants were required to pay electricity, water and sewage and hot water tank rental costs. The Landlords evidence was the Former Tenants had not paid \$60.03 towards the hot water tank rental and submitted an invoice from Enercare showing this outstanding amount.

14. Based on the uncontested evidence of the Landlords, I am satisfied the Former Tenants failed to pay these costs from Enercare and that they were required to do so under the tenancy agreement. I am also satisfied the Landlords have incurred reasonable out of pocket expenses in the amount of \$60.03 as a result of the Former Tenants' failure to pay the amount invoiced by Enercare. As such, this amount will be ordered.

Compensation for damage

15. The Landlords evidence was that after the Former Tenants vacated the rental unit they discovered damage to various items and areas of the rental unit. The damaged areas and items included holes in the walls, the baseboards, doors, a toilet seat, a toilet paper role dispenser, a light fixture and several blown LED light bulbs.
16. The Landlords submitted photos of the damaged areas and items and also testified to the damage they observed in the unit. The door frames are clearly damaged, the toilet paper role dispenser is no longer attached to the wall. The Landlord testified he found 66 blown LED bulbs that had to be replace.
17. Based on the uncontested evidence of the Landlords, I am satisfied the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. I am convinced the damage is not as a result of normal wear and tear to the rental unit.
18. I am also satisfied the Landlords incurred will incur reasonable costs of \$1,341.85 to repair the damage. The Landlords submitted several invoices showing these costs were incurred to replace and repair the damaged items and areas and this amount will be granted.

Rent Deposit

23. The Landlord collected a rent deposit of \$5,500.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.
24. Interest on the rent deposit, in the amount of \$507.21 is owing to the Former Tenants for the period from March 10, 2019 to July 8, 2024.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$12,757.72, which represents rent and compensation owing up to July 8, 2024.
2. The Former Tenants shall also pay to the Landlords \$60.03, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlords \$1,341.85, which represents the reasonable costs the Landlords incurred as a result of the damage.

4. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The Landlords owes \$6,007.21 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 Tenants.
6. The total amount the Former Tenants owe the Landlords is \$8,338.39. *See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenants do not pay the Landlords the full amount owing on or before February 14, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

John Cashmore
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To July 8, 2024	\$12,757.72
Utility Costs	\$60.03
Damage Costs	\$1,341.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$5,500.00
Less interest owing on the last month's rent deposit	-\$507.21
Total amount owing to the Landlord	\$8,338.39