



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

File Number: LTB-L-067371-24

In the matter of: 271 BRIDGE AVE
WINDSOR ON N9B2M1

Between: Hong Ye Landlord

And

Aryan Prasad Former Tenant

Hong Ye (the 'Landlord') applied for an order requiring Aryan Prasad (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Hong Ye (the 'Landlord') applied for an order requiring Aryan Prasad (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.

Hong Ye (the 'Landlord') applied for an order requiring Aryan Prasad (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 December 22, 2025. Only the Landlord attended the hearing. As of 1:47 p.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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, compensation is awarded as detailed below.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method 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 November 20, 2025 by personal service.

4. The Former Tenant vacated the rental unit on June 30, 2023.
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. The lawful rent was \$2,690.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$88.44. This amount is calculated as follows: $\$2,690.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on August 31, 2025.
10. The rent arrears and daily compensation owing to are \$2,171.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

12. The Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
13. The Landlord incurred reasonable out-of-pocket expenses of \$633.33 as a result of the Former Tenant's failure to pay water costs. The Landlord submitted an Overdue Account Notice from ENWIN, left in the rental unit after the Former Tenant's departure, detailing this \$633.33 owing.

Compensation for damage

14. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. These damages included damages to walls and paint, smoke detector replacement, re-installation of bedbug protectors, clean-up and garbage runs and a screen window repair. The Landlord claimed \$3,025.00 as their reasonable costs to repair/replace the damaged property.
15. The Landlord submitted into evidence photos of the alleged damages and receipts for their costs incurred, as follows:
 - a) Screen Window - \$125.00 – The Landlord provided photographic proof of this damage and I find that it constitutes undue damage on the part of the Former

Tenant. I further find that the \$125.00 in costs incurred to be reasonable and award it to the Landlord;

- b) Smoke Alarms - \$406.00 – The Landlord provided oral testimony regarding this damage and I find that the missing alarms constitute undue damage on the part of the Former Tenant. I further find that the \$406.00 in costs incurred to be reasonable and award it to the Landlord;
- c) Drywall Repair and Painting - The Landlord provided photographic proof of this damage and I find that it constitutes undue damage on the part of the Former Tenant. I further find that the \$1,300.00 in costs incurred to be reasonable and award it to the Landlord;
- d) Clean-up, garbage runs, bedbug protectors – The Landlord provided photographs of the garbage and debris in the rental unit that required clean-up. I find that “clean-up” and “garbage run” expenses do not constitute damages requiring repair or replacement; as such, I do not award the Landlord’s costs for these items. Further, the Landlord did not provide any evidence either in support of the requirement for bedbug mattress protectors or detailing the Former Tenant’s involvement in any bedbug infestation that would necessitate the installation of bedbug protectors; as such, I do not award the Landlord’s costs for these items.

16. I find that the Landlord incurred reasonable costs of \$1,831.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

17. There is no last month's rent deposit.

It is ordered that:

- 1. The Former Tenant shall pay to the Landlord \$2,171.00, which represents rent and compensation owing up to August 31, 2023.
- 2. The Former Tenant shall also pay to the Landlord \$633.33, 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 \$1,831.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
- 4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
- 5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Curtis Smith
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 August 31, 2023	\$2,171.00
Utility Costs	\$633.33
Damage Costs	\$1,831.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,821.33