



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-069817-24

In the matter of: UPPER AND BASEMENT UNITS, 1843 OLD
MILL ROAD
KITCHENER ON N2P1E3

Between: TAIWO OLURODE AMOO Landlord
ELIZABETH OLUWASEUN AMOO

And

FEEL AT HOME RELOCATORS LTD Former Tenant

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

TAIWO OLURODE AMOO and ELIZABETH OLUWASEUN AMOO (the 'Landlord') applied for an order requiring FEEL AT HOME RELOCATORS LTD (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

TAIWO OLURODE AMOO and ELIZABETH OLUWASEUN AMOO (the 'Landlord') applied for an order requiring FEEL AT HOME RELOCATORS LTD (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.

TAIWO OLURODE AMOO and ELIZABETH OLUWASEUN AMOO (the 'Landlord') applied for an order requiring FEEL AT HOME RELOCATORS LTD (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.

TAIWO OLURODE AMOO and ELIZABETH OLUWASEUN AMOO (the 'Landlord') applied for an order requiring FEEL AT HOME RELOCATORS LTD (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 September 10, 2025.

Only the Landlord, TOA, attended the hearing. The Landlord was represented by Saron Navratil.

As of 9:46am, 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, the Tenant shall pay to the Landlord \$9,198.72 by February 16, 2026.

Service of the L10 and NOH

2. The Landlord's uncontested evidence was the L10 application and notice of hearing were served to the Tenant at their office. The Landlord submits the Former Tenant was an organization that rented the unit and that the correspondence between the parties occurred through their place of operation. This is where the documents were sent on May 1, 2025.
3. 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. While the tenancy was terminated, the Former Tenant's office was still in operation by the Former Tenant as demonstrated by the Landlord and so I am satisfied this was an appropriate place of service for the Former Tenant.

Termination of the Tenancy

4. The Landlord's uncontested evidence was that in April 2024, a N4 notice of termination was served to the Tenant with a termination date of April 18, 2024. The Former Tenant responded to the N4 and stated they wanted to end the tenancy on April 30, 2024. The Landlord asked for a N9/N11 form but the Former Tenant did not respond.
5. The Landlord testified that they gave the Former Tenant a notice of entry on May 1, 2024 for an inspection to take place on May 2, 2024 and discovered the unit to be vacant with no valuable belongings. The Landlord sent emails to the Former Tenant to confirm they vacated on May 3 and 28, 2024 but did not receive any further response.
6. Based on the evidence before me, I am satisfied that the Former Tenant vacated the rental unit on May 2, 2024. While the Former Tenant indicated they would be out by April 30, 2024, they failed to provide confirmation to the Landlord that they had moved out. I find the earliest the Landlord knew was on May 2, 2024 and so the tenancy is terminated on this date.
7. The application was filed on October 24, 2024 which is within the one year after the Former Tenant ceased to be in possession of the rental unit and so I find the Landlord was entitled to file when they did.

Rent and daily compensation owing

8. The Landlord's claim for rent arrears is for the period March, April and May 2024 although the application states its for March, May and June 2024 which the Landlord submits is a clerical error.
9. The Landlord submits the last month rent deposit should be applied to the rent for May 2024 as the Tenant did not respond to the Landlord leaving the Landlord in a state of limbo on whether to rent out earlier than June 2024.
10. Based on the rent, the daily rent/compensation is \$138.16. This amount is calculated as follows: \$4,202.50 x 12, divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The problem with the Landlord's request is that the tenancy ended on as a result of the N4 notice of termination on April 18, 2024. After this date, the Former Tenant became an overholding tenant until they moved out and the tenancy terminated on May 2, 2024. Therefore, I find the Former Tenant's obligation to pay rent ended on that date.
13. The rent arrears and daily compensation owing to May 2, 2024 total \$4,581.32.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

14. The Landlord testified that the Former Tenant left the house in a mess which resulted in the Landlord having to rent a Home Depot truck and disposing of the belongings left in the rental unit personally to save costs.
15. The Landlord testified that they incurred costs in the amount of \$2,250.00 to remove the Tenant's belongings from the rental unit. Photographs submitted by the Landlord show rooms filled with various furniture (such as mattresses and couches), as well as boxes full of clothing and other articles that were left behind.
16. Based on the uncontested evidence before me, I find that the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord by failing to remove their belongings from the rental unit requiring the Landlord to dispose of their items.
17. Although no receipt was provided, I find that the amount claimed by the Landlord represents reasonable out-of-pocket expenses of \$2,250.00 to clear the home of what was left and this amount shall be awarded in full. I note the Landlord did file a claim under section 89 of the Act for a greater amount, so I find the amount here is reasonable.

Compensation for unpaid utility costs

19. The Landlord's uncontested evidence was the Former Tenant was responsible for 100% of the utilities under the lease agreement; the arrangement between the parties was the bills

would remain in the Landlord's names and the Landlord would pay the bills on the former Tenant's behalf, and the Former Tenant would reimburse the Landlord.

20. The Landlord testified that the former Tenant failed to pay the gas, water and hydro utility bills for the period December 2023 to April 2024 totalling \$4,111.40 and consisted of the following:

- \$1,895.57 for the gas utility bill
- \$1,424.60 for the hydro utility bill
- \$791.23 for the water utility bill.

Copies of the statements were also submitted into evidence in support of this assertion.

21. Thus, I find the Former Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of \$4,111.40 as a result of the Former Tenant's failure to pay heat, electricity and water costs and this amount shall be awarded to the Landlord in full.

Compensation for damage

19. The Landlord's section 89 damage claim includes the following items:

- Damage to the kitchen hood by their occupants = \$327.70
- Home depot truck and dump fees (Junk removal x 3 days) =\$3013
- Replaced Microwave =\$120
- Painting over graffiti and all rooms = \$1800
- Replacement of locks + workmanship= \$1800
- Plumbing work on damaged washroom = \$500
- Electrician - \$300
- Kleen Kuik Contracting = \$5150

20. From the wording of the provision, s. 89(1) claims require the Board to explore the following:

- The nature of the damage (is it undue or normal wear and tear);
- How the damage occurred (was it a result of negligence or wilful conduct);
- Whether or not the damaged property can reasonably be repaired; and
- The reasonable cost of repair, or replacement where repair is not a reasonable option.

21. I find the claim for cleaning fees and junk removal to fail under this section of the Act as they are not charges related to property damage but rather substantial interference which is a claim under section 88.1 of the Act. Therefore, these claims are dismissed.
22. With respect to the damage to the kitchen hood, the evidence before me confirms the fan was burnt out and stopped working which required its replacement but since the replacement motor was unavailable, the entire hood fan was replaced. The Landlord presented a photograph of the fan and the invoice for its replacement but failed to establish that the damage was not normal wear-and-tear and as a result of the Tenant or their occupants willful or negligent conduct. Thus, I find this claim must be dismissed.
23. With respect to the cost to replace the microwave, the evidence before me confirms that the plug was not safe and could not be used without it becoming a fire hazard therefore it was discarded, and a replacement microwave was purchased which cost the Landlord \$120.00. the Landlord presented a photo of the microwave but not of the plug to demonstrate the damage.
24. However, I am satisfied based on the Landlord's testimony that the damage to the plug was not undue and a result of the Tenant or their occupants willful or negligent conduct. I find the damage falls under property damage and the cost to replace the microwave to be reasonable so this amount shall be awarded to the Landlord in full.
25. With respect to the cost of painting over the graffiti in the rooms, the Landlord presented a photograph of one of the bedrooms with two large drawings on the wall in different colours. I find this claim to constitute property damage that is not undue and a result of the Tenant or their occupant's willful conduct. While the Landlord seeks \$1,800.00 to paint the walls, as no other photographs were presented it is unclear to what extent the graffiti was in the other rooms. Given my knowledge and experience in other similar matters I find it appropriate to award \$600.00 for the graffiti in the photo presented.
26. The Landlord testified that the Tenant did not return keys to the rental unit and therefore the Landlord had to change the locks. Further, the Landlord testified that each room had locks on them so the locksmith had to change the locks on each of the rooms. Further, the Landlord noted damage in the form of sharp objects being used to open the locks damaging the door. The Landlord did not present an invoice or photographs in support of their claim but confirms that 8 locks were changed plus the front door and garage door.
27. I find the damage constitutes property damage as a result of the Tenant's negligent and willful conduct of using other items aside from keys to open their doors. This type of damage is not expected under wear-and-tear. However, I find the cost claimed by the Landlord, in the absence of photos and invoices to be exaggerated and I find it appropriate to award 800.00 given my knowledge and experience in other similar matters.
28. With respect to the plumbing work in the bathroom, the Landlord's evidence was when they inspected the rental unit, they found water leaking from the faucet and sink in the bathroom. The plumber investigated and found the root cause to be hair clogging the drain line. The Landlord also testified that the kitchen tap was broken, and the Tenant was using a spoke to turn the water on and off. The Landlord presented photographs, and an invoice of the repair work performed totalling \$500.00.

29. I am satisfied based on the Landlord's testimony that the damage to faucet in the kitchen and sink in the bathroom was a result of the Tenant or their occupant's willful or negligent conduct. I find the damage falls under property damage and the cost to repair both appears to be reasonable so this amount shall be awarded to the Landlord in full.
30. Finally, with respect to the claim for the electrician's invoice, the Landlord testified that the electrician attended the premises to repair the socket from which the microwave plug was removed. The Tenant and/or their occupants appeared to be using live wires which caused damage to the socket and the Landlord incurred \$300.00 in charges to fix the socket.
31. I am satisfied based on the Landlord's testimony that the damage to electrical socket was a result of the Tenant or their occupant's willful or negligent conduct. I find the damage falls under property damage and the cost to repair it appears to be reasonable so this amount shall also be awarded to the Landlord in full.

Rent Deposit

27. The Landlord collected a rent deposit of \$4,000.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit is applied to the amount the Tenant is required to pay.
28. The Landlord is also holding a key deposit in the amount of \$250.00 which shall be deducted from the amount the Tenant is required to pay.
29. The Landlord's L10 application indicates interest has been paid to the Tenant for the period ending May 31, 2024. I do not find any further interest is owing.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,581.32, which represents rent and compensation owing up to May 2, 2024.
2. The Former Tenant shall also pay to the Landlord \$2,250.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
3. The Former Tenant shall also pay to the Landlord \$4,111.40, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The Former Tenant shall also pay to the Landlord \$2,320.00, which represents the reasonable costs the Landlord incurred as a result of the damage to the microwave, painting of the walls due to graffiti, lock changes, plumbing in the washroom and kitchen and the electrical socket.
5. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$4,250.00 which is the amount of the rent deposit and key deposit held by the Landlord, and this is deducted from the amount owing by the Former Tenant.
7. The total amount the Former Tenant owes the Landlord is \$9,198.72.

8. If the Former Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 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.