



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

File Number: LTB-L-021945-25

In the matter of: 42 CHALMERS ST
ST CATHARINES ON L2M5C8

Between: Sriharsha Athreya
Nagashree Athreya
Landlords

And

Alexandra Woods
Troy MacPherson
Former Tenants

Sriharsha Athreya and Nagashree Athreya (the 'Landlords') applied for an order requiring Alexandra Woods and Troy MacPherson (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.

The Landlords also applied for an order requiring 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on November 6, 2025.

Only the Landlord, Sriharsha Athreya and the Landlord's Representative, Kelly Hawkes attended the hearing.

As of 10:55 am, 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.

Amendment Request

1. At the outset of the hearing the Landlord requested the application to be amended to lower the amount the Landlord sought in damages. The Landlord testified they had served the Former Tenants with a copy of the amended application in accordance with Board's *Rules of Procedure* and provided a certificate of service stating that they had served the Former Tenants. As the Landlords provided the Former Tenants and the Board a copy in

accordance with the Board's *Rules of Procedure* and there is no prejudice to the Former Tenants as the Landlords are seeking less than their original application, I granted the request.

Determinations:

2. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$18,073.90 on or before February 13, 2026.
3. 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.
4. I am satisfied that the Landlords served the Former Tenantss 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.
5. These documents were served on October 7, 2025, by email which is permitted by the lease agreement provided.
6. The Former Tenants vacated the rental unit on January 2, 2025.
7. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

8. The Landlords are seeking the Former Tenants to pay for out of pocket expenses that occurred in relation to water bill.
9. The Landlord testified that on January 2, 2025, the Landlords served disclosure to the Former Tenants for upcoming matter before the Board. The Former Tenants' response advised that the Former Tenants vacated the rental unit since September 2024.
10. The Landlord testified their agent entered the rental unit on January 7, 2025, and notified that the power was off, and the windows were open in the rental unit. The Landlord testified that due to the windows being open, the power not being supplied to the unit including the furnace being shut off during the winter conditions, caused the water pipes in the basement to burst.
11. The Landlord testified that due to the pipe bursting the Landlord received an increase of the water bill that was above the normal utility costs. The Landlord had provided the water bill from the City of St Catharines showing the outstanding charges.
12. In reviewing the tenancy agreement, the Landlords are required to pay the utility costs for the water. Although the Landlord testified that this portion of the claim was brought under Reason 3 of the application because it related to utility charges, the Landlord did not provide evidence that the Former Tenants were contractually required to pay for water

utilities. The Landlord also did not provide prior utility bills to establish a comparative baseline for typical water usage.

13. Section 88.2 of the Act states a landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs if while a tenant or former tenant was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
14. As the tenancy agreement does not require the Former Tenants to pay water or wastewater utility costs, I find that the statutory requirements under section 88.2 of the Act have not been met. Accordingly, the Landlords are not entitled to recover the water charges claimed under this portion of the application, and this claim is dismissed.

Compensation for damage

15. The Landlord testified that on January 2, 2025, the Landlords served disclosure to the Former Tenants for upcoming matter before the Board. The Former Tenants' response advised that the Former Tenants vacated the rental unit since September 2024.
16. The Landlord testified their agent entered the rental unit on January 7, 2025, and notified that the power was off, and the windows were open in the rental unit. The Landlord testified that due to the windows being open, the power not being supplied to the unit including the furnace being shut off, and the temperature outside had caused the water pipes in the basement to burst. The Landlord testified that to the burst of the water pipes lead to significant flooding and extensive damage to the basement and other areas of the rental unit. The Landlords also claim that additional damage beyond normal wear and tear occurred throughout the main floor, including damage to doors, frames, trim, flooring, walls, and the rear exterior door.
17. The Landlords relied on photos taken on January 7, 2025, showing extensive flooding in the basement, water damage to flooring and walls, exposed ceilings, and damage to finishes throughout the rental unit. The photographs also show damage to doors, trim, flooring, and interior surfaces on the main floor. I accept this photographic evidence as reliable and consistent with the Landlord's testimony regarding the condition of the rental unit upon entry.
18. Based on the uncontested evidence before me, on a balance of probabilities, I find that 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. The photographic evidence shows extensive water damage to drywall, baseboards, door frames, trim, and interior wall finishes, as well as staining, warping, and deterioration of wall surfaces consistent with water exposure. The photos also show sections of wall and ceiling materials removed or requiring removal due to saturation, including exposed framing and damaged finishes in the basement. These conditions are consistent with the repair work itemized in the invoices, which include demolition and removal of damaged drywall, drying and remediation, replacement of wall and ceiling materials, refinishing, and restoration work. I find that this damage resulted from the Former Tenants vacating the unit without notice, leaving the unit without heat and power

during winter conditions, and failing to take reasonable steps to prevent damage, which is beyond normal wear and tear.

19. The Landlord are seeking \$17,887.90 for the repair costs they have incurred. The Landlords submitted invoices from Everest Capital Corporation and 3A Renos in the amount of \$17,887.90 to the Board. These invoices detail repairs required as a result of the flooding and related damage, including demolition, drying, restoration, and repairs to floors, walls, ceilings, and fixtures. Based on the invoice provided and the evidence provided, I find that the Landlords have incurred \$17,887.90 in reasonable out-of-pocket expenses the Landlords incurred to repair the damaged rental unit.
20. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall also pay to the Landlord \$17,887.90, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$18,073.90.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Former Tenant 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

Joshua Labbe
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.