



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

File Number: LTB-L-019258-25

In the matter of: 2, 218 Kendal Ave
Oshawa Ontario L1G5B4

Between: Dena Jackson Landlord

And

Jake Broder Former Tenant

Dena Jackson (the 'Landlord') applied for an order requiring Jake Broder (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Dena Jackson (the 'Landlord') applied for an order requiring Jake Broder (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.

Dena Jackson (the 'Landlord') applied for an order requiring Jake Broder (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 October 21, 2025.

Only the Landlord attended the hearing.

As of 10:29am, 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, on a balance of probabilities, that the Former Tenant owes rent and compensation up to November 16, 2024. The Landlord did not prove the claims for utilities or damage. Therefore, the Former Tenant must pay the Landlord \$4,299.32 for rent and compensation owing up to November 16, 2024, plus \$201.00 for the cost of filing the application. The claims for utilities and damage are dismissed.

2. 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 Landlord and Tenant Board's Rules of Procedure.
3. These documents were served on August 12, 2025, by leaving them in the mailbox at the Former Tenant's current residence, where mail is ordinarily delivered.
4. The Former Tenant vacated the rental unit on November 16, 2024.
5. The application was filed on February 26, 2025, which is within one year after the Former Tenant ceased to be in possession of the rental unit. The application is therefore timely.

Rent and daily compensation owing

6. The lawful rent was \$1,500.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on November 16, 2024, as a result of the Former Tenant moving out of the rental unit. I therefore find that the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to November 16, 2024, are \$4,299.32.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

12. The Landlord claimed that the Former Tenant failed to pay certain utility costs they were required to pay under the tenancy agreement and that the Landlord incurred out-of-pocket expenses of \$1,083.61 for those utilities.
13. The Landlord testified about the utilities and the period covered but did not provide supporting documentation at the hearing, such as utility bills showing the total amounts charged, the Former Tenant's share, a copy of the lease, and proof of payment by the Landlord.
14. In the absence of objective documentary evidence to substantiate the claimed utility expenses and to show how the Former Tenant's share was calculated, I am not satisfied, on a balance of probabilities, that the Former Tenant failed to pay the utilities claimed or that the Landlord incurred the specific amount claimed as a result.
15. The Landlord has therefore not proven the claim for unpaid utility costs or the related out-of-pocket expenses. The claim for utilities is dismissed.

Compensation for damage

16. The Landlord also claimed \$2,000.00 for damage allegedly caused by the Former Tenant, including damage to walls, floors and stairs, household garbage left at the property, and oil on the driveway.
17. The Landlord testified generally about these issues but did not provide photographs, inspection reports, invoices, receipts, or other documentation to confirm the nature and extent of the damage, to distinguish it from normal wear and tear, or to substantiate the actual costs incurred or to be incurred to repair or remedy the damage.
18. Without sufficient evidence of the specific damage, when it occurred, whether it went beyond normal wear and tear, and what reasonable costs were incurred or will be incurred to repair it, I am not satisfied, on a balance of probabilities, that the Former Tenant, another occupant of the rental unit, or a person the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage, or that the Landlord incurred the claimed amount of \$2,000.00 as a result.
19. The Landlord has therefore not proven the damage claim. The claim for damage is dismissed.
20. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,299.32, which represents rent and compensation owing up to November 16, 2024.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$4,500.32
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Former Tenant 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

Colin Elsby
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.