



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

File Number: LTB-L-096045-24

In the matter of: Lower Unit, 14 Albert Ave
Ridgetown ON N0P2C0

Between: Jennifer Marie Woods Landlord

And

Randy Diwald Former Tenant

Jennifer Marie Woods (the 'Landlord') applied for an order requiring Randy Diwald (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Jennifer Marie Woods (the 'Landlord') applied for an order requiring Randy Diwald (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.

Jennifer Marie Woods (the 'Landlord') applied for an order requiring Randy Diwald (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 1, 2025.

Only the Landlord attended the hearing.

As of 10:57AM, 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 Former Tenant shall pay the Landlord \$3,346.76 on or before February 16, 2026.

2. By way of background, the residential complex is a duplex where the Former Tenant resided in the lower unit. The lawful monthly rent was \$1,400.00.

SERVICE OF THE L10 AND NOH

3. The Landlord's uncontested evidence was the Former Tenant was served with the L10 application and notice of hearing on September 1, 2025 at their parent's home by handing it to him personally. I directed the Landlord to file a certificate of service confirming this service by the end of the hearing day which the Landlord did.
4. Therefore, 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.

Termination of the Tenancy

5. The Landlord testified that she served the Former Tenant a N4 notice of termination with a termination date of December 7, 2023. The Former Tenant responded and advised they'd be moving out by December 15, 2023 but did not do so. The Former Tenant returned one of two sets of keys on December 27, 2023 confirming they left but would sneak back in. The Landlord changed the locks on January 15, 2024.
6. Based on the evidence before the Board, I find the tenancy between the parties ended on December 27, 2023 when the Former Tenant advised the Landlord that they moved out and that the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit on November 21, 2024.

Rent and daily compensation owing

8. The Landlord's claim for rent arrears stems from the months of November and December 2023 totalling \$2,800.00.
9. Based on the rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on December 7, 2023 as a result of the Former Tenant being served the N4 notice of termination; thereafter he became an overholding Tenant until he surrendered vacant possession of the rental unit on December 27, 2023. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to December 27, 2023 are \$2,642.81.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

14. The Landlord's uncontested evidence was the Former Tenant was responsible for 100% of the utilities under the lease agreement and that each unit had its own meter; the arrangement between the parties was the bills would remain in the Landlord's name and the Landlord would pay the bills on the Former Tenant's behalf, and the Former Tenant would reimburse the Landlord. This system worked for most of the tenancy until the last few months.
15. The Landlord testified that the former Tenant failed to pay the hydro utility bills for the period May to December 2023 totalling \$1,497.85. Copies of the statements were also submitted into evidence in support of this assertion.
16. Thus, I find the Former Tenant failed to pay the electricity costs that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of \$1,497.85 as a result of the Former Tenant's failure to pay the electricity costs and this amount shall be awarded to the Landlord in full.

Compensation for damage

18. The Landlord's section 89 damage claim totals \$2,700.00 and relates to the following items:
 - Disposal costs of items that were left in the rental unit after the tenancy terminated;
 - Furniture provided by the Landlord that was broken such as a couch, beds bed frames, desk and dressers;
 - Repair holes and stains from the ceiling and the walls;
 - Plumbing repairs for items improperly disposed down the drain line including toothbrushes
19. From the wording of the provision, s. 89(1) claims require the Board to explore:
 - 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.
20. Therefore, I find the claim for cleaning and disposal of the Former Tenant's items does not fall within the purview of section 89 as it does not constitute costs related to property damage; it may be a claim more appropriately found under section 88.1 which is not before me under this application and therefore the claim must be dismissed.
21. The Landlord presented several photographs demonstrating the damage to the furniture provided by the Landlord but failed to include an itemized list to demonstrate receipts, quotes, etc. to confirm the cost of these items. Therefore I find the Landlord did not prove

the reasonable costs that the Landlord incurred or will incur as a result of the damage and so this claim must be dismissed.

22. Similarly while the Landlord submits they had to repaint the walls, fix the stains and patch the holes, there is no invoice for the work or receipt for the cost of items submitted to the Board in support of this assertion. Once again, I find the Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the damage and this claim must also be dismissed.
23. As the applicant, the onus is on the Landlord to provide sufficient documentation and evidence to support their claims which I find the Landlord did not do with respect to their claim for their furnishes and repairs to the walls and ceiling.
24. With respect to the plumbing work, while there is no bill provided by the Landlord, I am satisfied based on her uncontested evidence that the Former Tenant or their occupant/guest's conduct of putting toothbrushes down the drain line constitutes property damage that is not normal wear and turn but rather, the Former Tenant's wilful or negligent conduct. I find the cost claimed of \$200.00 to be reasonable for the repair of the plumbing and this amount shall be awarded.

Rent Deposit

22. The Landlord collected a rent deposit of \$1,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
23. Interest on the rent deposit, in the amount of is owing to the Former Tenant for the period from March 25, 2019 to November 27, 2023 in the amount of \$79.90.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,642.81, which represents rent and compensation owing up to December 27, 2023.
2. The Former Tenant shall also pay to the Landlord \$1,497.85, 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 \$2,00.00, which represents the reasonable costs the Landlord incurred as a result of the damage to the plumbing in the rental unit.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$1,179.90 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 Tenant.
6. The total amount the Former Tenant owes the Landlord is \$3,346.76.

7. 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
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.