



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

**File Number:** LTB-L-009163-25

**In the matter of:** 272 SIDNEY ST  
TRENTON ON K8V2T6

**Between:** Foustin Joseph  
Mary John  
Landlords

**And**

Mandy Claringbold  
Yabets Tadesse  
Former Tenants

Foustin Joseph and Mary John (the 'Landlords') applied for an order requiring Mandy Claringbold and Yabets Tadesse (the 'Former Tenants') to pay:

- the rent and daily compensation that the Former Tenants owe;
- pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest;
- 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; and
- 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on December 23, 2025.

Only the Landlords attended the hearing.

As of 9:37 a.m., 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

### **Determinations:**

1. At the hearing, the Landlord requested to amend the application to remove the claim for arrears of rent. They were already granted an order for arrears (LTB-L-010253-24) dated June 18, 2024.
2. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay to the Landlord \$4,062.11 for reasonable out-of-pocket expenses due to substantial interference with the Landlord or another lawful right, privilege or interest of the Landlord, unpaid utility costs, undue damage to the rental unit, and the application filing fee.
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.
4. 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.
5. These documents were served on November 11, 2025 by courier.
6. The tenancy began May 30, 2023. The Former Tenant vacated the rental unit on August 14, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. 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 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.
15. The Landlord testified that the Former Tenant left most of her items behind in the house and yard (including furniture) when she vacated the rental unit. The Landlord did not submit any photographs, but provided an invoice dated November 15, 2025<sup>1</sup> for \$1,188.23 for labour, dump run, and disposal fee [DOC-6796900].

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<sup>1</sup> It appears that the invoices dated November 15, 2025 were misdated and should read November 15, 2024. I accept the Landlord's testimony that the repairs occurred in 2024, as this date coincides with the other expenses claimed.

16. Based on the Landlord's uncontested evidence, I find that the Landlord incurred reasonable out-of-pocket expenses of \$1,188.23. These expenses were incurred as a result of the substantial interference from the Tenant's failure to remove a large number of items from the residential complex when she vacated.
17. The Landlord also submitted an invoice for truck rental [DOC-6796908] dated August 19, 2024 in the amount of \$212.81. They testified that it was to make a dump run to Frankford a few days after the Former Tenant vacated the unit.
18. Based on the Landlord's uncontested evidence, I find that the Landlord incurred reasonable out-of-pocket expenses of \$212.81 to rent a truck as a result of the substantial interference from the Tenant's failure to remove a large number of items from the residential complex when she vacated.
19. The Landlord also claimed the fee to file their L1 order (LTB-L-010253-24) with the Sheriff for enforcement. This claim is dismissed as it is the cost to enforce an order of the Board. The Landlord did not prove that these expenses were incurred as a result of substantial interference.

Compensation for unpaid utility costs

19. The Former Tenant failed to pay electricity and water costs that they were required to pay under the terms of the tenancy agreement.
20. The tenancy agreement entered into evidence [DOC-7035285] shows that the Former Tenant was responsible for electricity and water and sewer charges.
21. The Landlord entered bills for Hydro One between June 2, 2023 and May 2, 2024 into evidence [DOC-6796891]. The Landlord testified that these bills came directly to the Landlord, who then forwarded them to the Former Tenant for payment. The former Tenant regularly told the Landlord she would change the bills to her name but never did. The Landlord submitted that the total owing for unpaid Hydro costs is \$1,150.34.
22. The Landlord also entered bills for Quinte West Water and Sewer between May 21, 2023 and April 30, 2024 into evidence [DOC-679892] and testified that the former Tenant did not pay \$1,232.67 of the amount owing.
23. I find based on the evidence presented at the hearing that the Landlord proved that they incurred reasonable out-of-pocket expenses of \$2,383.01 as a result of the Former Tenant's failure to pay electricity and water costs.

Compensation for damage

23. 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. The Landlord claimed that the Former Tenant's dogs and cats scratched walls and left waste in the house, and that various other damage was done.

*Thermostat*

24. The Landlord testified that the Former Tenant removed the thermostat, which needed to be replaced. The Landlord submitted a receipt dated November 11, 2024 for the replacement: \$81.47+tax (\$92.06) [DOC-6796915]. The remainder of the invoice is for HVAC maintenance service, does not mention any damage, and will not be awarded.

*Walls, door frame*

25. The Landlord testified that there were holes in walls, and the door frame was broken. The Landlord also testified that the Former Tenant's dogs and cats scratched the walls, the Former Tenant's children drew on the walls, and that there was animal waste on walls and baseboards.
26. The Landlord did not submit any photographs or other evidence of this damage although they stated that they had some and had not uploaded them. The application was filed January 31, 2025, almost one year prior to the hearing. Pursuant to the Rule 19.7 of the Board's Rules of Procedure, I did not allow the Landlord to submit photographs, as they were not disclosed in accordance with Rule 19 on Disclosure and Evidence.
27. An invoice for \$1,742.46 dated November 15, 2025 (see footnote) was entered into evidence [DOC-6796904] which indicates that it is for "main level painting, caulking, minor repairs." It does not mention the damage to walls or doors alleged by the Landlords nor does it note anything that rises above the level of ordinary wear and tear.
28. I find based on the evidence before me that the Landlord has failed to prove on a balance of probabilities that 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.

*Blinds, curtains, backsplash*

29. The Landlord further testified that the Former Tenant took blinds and curtains from the rental unit, including the brackets, which the Landlord had to replace. They stated that there were holes in kitchen backsplash. Again, no photographs were entered into evidence, but an invoice dated November 15, 2025 (see footnote) for \$1,062.20 was entered into evidence. It claims materials (mortar, grout, spacers, curtain rod brackets, caulking and hardware) for \$190.00 and labour for "kitchen backsplash plus various tasks" for \$750.00 [DOC-6796902].
30. It looks from the invoice as though some repairs were done to the backsplash, but I find based on the evidence before me that the Landlord has failed to prove on a balance of probabilities that 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.

*Other damage*

31. The Landlord alleged that further damage was done to the rental unit including dents to appliances, smell from pets, broken steps, a broken dehumidifier, cannabis in the basement, floor register damage, vents covered with duct tape, and dog waste on the ceiling, windows, and walls.
32. The Landlord did not lead any photo evidence or evidence of any costs incurred.
33. The Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the damage.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$1,401.04, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
2. The Former Tenant shall also pay to the Landlord \$2,383.01, 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 \$92.06, 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. The total amount the Former Tenant owes the Landlord is \$4,062.11\*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before March 14, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.

**March 3, 2026**  
**Date Issued**

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Margo den Haan  
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:**

|                                    |            |
|------------------------------------|------------|
| Substantial Interference Costs     | \$1,401.04 |
| Utility Costs                      | \$2,383.01 |
| Damage Costs                       | \$92.06    |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$4,062.11 |