



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

File Number: LTB-L-052499-25

In the matter of: 174 McMillan Crescent
Dryden Ontario P8N2A0

Between: Richard Jonasson Landlord

And

Pam Kellar Former Tenants
Dan Kellar
Patricia Kempert

Richard Jonasson (the 'Landlord') applied for an order requiring Pam Kellar, Dan Kellar and Patricia Kempert (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Further, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's 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.

Further, the Landlord applied for an order requiring the Former Tenants 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

Further, the Landlord applied for an order requiring the Former Tenants to pay the Landlord's 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.

This application was heard by videoconference on December 10, 2025.

Only the Landlord attended the hearing.

As of 10:51 am, the Former Tenants were 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 Tenants shall pay to the Landlord \$18,524.47.
2. I am satisfied that the Landlord 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.
3. These documents were served on August 8, 2025, by way of personal service.
4. The Former Tenant vacated the rental unit on September 30, 2024.

Rent

5. The lawful rent was \$1,700.00. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
7. The Former Tenants have not made any payments since the application was filed.
8. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on November 30, 2024.
9. The rent arrears and daily compensation owing to are \$5,100.00.
10. There is no last month's rent deposit.

Utility Expenses

11. The Former Tenants failed to pay gas and electricity costs to Hydro One and Enbridge that they were required to pay under the terms of the tenancy agreement.
12. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord incurred reasonable out-of-pocket expenses of \$200.72 as a result of the Former Tenants' failure to pay has electricity costs to Hydro One and Enbridge.

Willful & Negligent Damage

13. The Landlord testified that once the tenancy had been terminated, the Landlord had found that the Former Tenants had changed both locks, requiring the replacement of both doors and locks.
14. The Former Tenants had also installed a window air conditioner in the unit's main window, which damaged the screen and needed to be replaced.

15. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord incurred reasonable out-of-pocket expenses of \$4,787.00 as a result of the Former Tenants' willful or negligent damage to the unit's doors and locks, as well as the main window screen.

Substantial Interference

16. The Landlord is claiming that the Former Tenants substantially interfered with his reasonable enjoyment of the unit but cutting down and leaving large branches throughout the property, leaving garbage in and around the property and failing to maintain the yard.
17. The Former Tenants had also removed a number of the Landlord's items before vacating the unit including stain and paint supplies and lawn care equipment.
18. The Landlord is also claiming \$8000.00 for contractors who did work on the exterior of the unit while the Former Tenants were in the unit but had refused the Landlord access to the unit. The Landlord testified that he would have completed the work himself if not for the threats by the Former Tenants, many of which involved police.
19. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord incurred reasonable out-of-pocket expenses of \$8,235.60 as a result of the Former Tenants' substantially interfering with the Landlord's reasonable enjoyment of the unit.
19. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$5,100.00, which represents rent and compensation owing up to November 30, 2024.
2. The Former Tenants shall also pay to the Landlord \$200.72, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$4,787.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the Former Tenants willful or negligent damage.
4. The Former Tenants shall also pay to the Landlord \$8,235.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the Former Tenants' substantial interference.
5. The Former Tenants shall pay to the Landlord \$201.00 for the cost of filing the application.
6. The total amount the Former Tenants owe the Landlord is \$18,524.47.

7. If the Former Tenants do not pay the Landlord the full amount owing on or before March 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Jagger Benham
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:

Rent and Compensation Owing To	\$5,100.00
Utility Costs	\$200.72
Damage Costs	\$4,787.00
Substantial Interference Costs	\$8,235.60
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$18,254.47