



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

File Number: LTB-L-101284-23

In the matter of: 8 Faith Street
Cambridge Ontario N1T0E8

Between: Dharmegn Amruti Darji Landlord
Gaurav Chandramohan Gupta

And

Nikki Ricks Former Tenant

Dharmegn Amruti Darji and Gaurav Chandramohan Gupta (the 'Landlord') applied for an order requiring Nikki Ricks (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Dharmegn Amruti Darji and Gaurav Chandramohan Gupta (the 'Landlord') applied for an order requiring Nikki Ricks (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Dharmegn Amruti Darji and Gaurav Chandramohan Gupta (the 'Landlord') applied for an order requiring Nikki Ricks (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.

Dharmegn Amruti Darji and Gaurav Chandramohan Gupta (the 'Landlord') applied for an order requiring Nikki Ricks (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.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 22, 2025.

Only the Landlord GCG attended the hearing.

As of 1:15pm, 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 \$7,530.73 on or before March 21, 2026 which represents the rent arrears and compensation, utility arrears, costs related to substantial interference and damages that incurred during the tenancy.

Service of the L10 Application and Notice of Hearing

2. At the hearing, the Landlord's uncontested evidence was the application and NOH were served to the Former Tenant on October 7, 2025 by e-mail which was provided in the lease agreement and parties consented to service via email during the tenancy. A copy of the lease agreement was submitted in support of this assertion.
3. 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

4. The Landlord's uncontested evidence was a N4 was served for each of the months from September – November 2023.
5. The Landlord testified that the November N4 was served on November 10, 2023 with a termination date of November 29, 2023. On November 18, 2023, the Former Tenant texted the Landlord that their family had vacated from the rental unit.
6. Subsection 37(2) of the Act states:

(2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice.

7. Therefore, while the Former Tenant vacated the rental unit on November 18, 2023, I find the tenancy between the parties ended on November 29, 2023.
8. I also find that the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit on December 27, 2023.

Rent and daily compensation owing

8. The lawful rent was \$2,800.00. It was due on the first day of each month.

9. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 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 as a result of the Former Tenant moving out in accordance with a notice of termination. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to are \$8,269.45.
13. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Former Tenant which were returned NSF.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

16. The Landlord submits they incurred costs to deep clean the unit after the Former Tenant left which resulted in expenses of \$500.00; further, he also had to repair the walls that were damaged by pins and holes and repaint them which cost him \$1,100.00. The Landlord testified he also had to change the locks as the Former Tenant did not return the keys which cost him \$200.00 and the amount of time it took to clean and repaint resulted in rental loss for December 2025 as well.
17. Section 88.1 of the *Residential Tenancies Act, 2006* states:

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

 (a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

 (i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

 (ii) another lawful right, privilege or interest of the landlord;

18. I note there was no invoice presented by the Landlord to support the claim for the cost of deep cleaning. However, the Landlord did present photographs of the state of the kitchen and toilet.
19. I find, based on the evidence before me, the Landlord did not prove that the deep cleaning and rental loss out of pocket expenses were incurred as a result of the substantial interference. While the Landlord asserts that the Former Tenant left the unit in this state, looking at the photographs of the kitchen and toilet, I am not satisfied that the mess left

was such that required the Landlord to deep clean the unit and loose out on one months rent just to restore these areas.

20. With respect to the claim for wall repair and repainting, I do not find this claim falls within the scope of section 88.1 so this claim is dismissed.
21. Finally with respect to the lock change expense incurred by the Landlord, I am satisfied that this expense was incurred due to the Former Tenant's failure to return the keys, which substantially interfered with the Landlord's lawful rights interest and privileges as the Former Tenant and/or their occupants who could access the unit even after the termination of the tenancy. I find that the amount claimed, although without a receipt or support this charge, is reasonable and shall be awarded.

Compensation for unpaid utility costs

21. Under the tenancy agreement, the Former Tenant was responsible for the water and gas utility bills which were in the Landlord's name; the arrangement between the parties was that the Former Tenant would remit payment to the Landlord.
22. The Landlord testified and presented bills of utility arrears for May to November 2023 for the water utility totalling \$507.00 and gas utility arrears for the period April to September 2023 totalling \$125.00.
23. Based on the evidence before the Board I find the Former Tenant failed to pay heat and water utility costs that they were required to pay under the terms of the tenancy agreement. The total amount owed by the Tenant to the Landlord is \$632.00 and this amount shall be awarded in full.

Compensation for damage

25. The Landlord's damage claim under section 89 of the Act includes two items- damage to the blinds in the rental unit and damage to the patio and drain port from when the Former Tenant moved into the unit.
26. The Landlord testified that it was after the Former Tenant moved out of the rental unit that they found the blinds, which were fabric rollout blinds, that were cut with a sharp object and could not be repaired. As this was a brand-new home that they took over from the builder, they had to go through the builder to get a quote for its replacement which was estimated to be \$500.00. The Landlord seeks this amount.
27. The Landlord also testified that when the Former Tenant moved into the rental unit, her truck hit the patio and drain port causing damage. The Tenant indicated she would fix this before she moved out and was reminded to do so but did not repair it. The Landlord estimates the cost to repair the port to be \$503.00.
28. Based on the evidence before me I am satisfied 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 particularly to the blinds and the patio and drain port. I am also satisfied that the Landlord

will incur reasonable costs of \$1,003.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Rent Deposit

29. The Landlord collected a rent deposit of \$2,800.00 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.
30. Interest on the rent deposit, in the amount of \$34.72 is owing to the Former Tenant for the period from May 1, 2023 to October 29, 2023.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,329.45, which represents rent and compensation owing up to November 29, 2023 and bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
2. The Former Tenant shall also pay to the Landlord \$200.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
3. The Former Tenant shall also pay to the Landlord \$632.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The Former Tenant shall also pay to the Landlord \$1,003.00, which represents the reasonable costs the Landlord will incur as a result of the damage.
5. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
6. The Landlord owes \$2,834.72 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.
7. The total amount the Former Tenant owes the Landlord is \$7,530.73.
8. If the Former Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 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.