



AMENDED ORDER
Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act, R.S.O. 1990

Citation: Kawadkar v Redfern, 2025 ONLTB 97867

Date: 2026-03-06

File Number: LTB-L-064859-23-AM

In the matter of: 7745 HACKBERRY TRAIL
NIAGARA FALLS ON L2H3R5

Between: Switina Kawadkar Landlord

And

Heather Redfern Former Tenant
Christopher Johnsen

Switina Kawadkar (the 'Landlord') applied for an order requiring Heather Redfern and Christopher Johnsen (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Switina Kawadkar (the 'Landlord') applied for an order requiring Heather Redfern and Christopher Johnsen (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.

Switina Kawadkar (the 'Landlord') applied for an order requiring Heather Redfern and Christopher Johnsen (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.

Switina Kawadkar (the 'Landlord') applied for an order requiring Heather Redfern and Christopher Johnsen (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 December 17, 2025 and concluded on February 20, 2026.

The Landlord and the Tenant, C. Johnsen attended the hearings. I considered evidence from the Tenant and Landlord on December 17, 2025 and only the Landlord's evidence on February 20, 2026.

This order is amended to correct a clerical error regarding the last month rent deposit.

Preliminary Issue:

1. At the hearing on February 20, 2026, the Tenant requested an adjournment stating he had an unexpected family emergency and couldn't participate. The adjournment was denied because of the following:
2. The Tenant (CJ) stated he was in the hospital and when asked whether he could provide corroborating confirmation of the hospital visit he clarified he was in the hospital because of the Tenant's (HS) father who was in the hospital since 3:00 a.m. on February 20, 2026. The Tenants were not at the hospital for their own medical needs but for a family member, as such the adjournment was not a result of health reasons. There are two Tenants, and there was no reasonable explanation offered why the Tenant, TJ, could not participate while the Tenant, HS, supported her father. This wasn't an option because the Tenant, CJ, later stated, the Tenant, HS wasn't at the hospital with her father but was at work which supports a finding that she elected not to attend the hearing. The Tenant, CJ also stated the reason he couldn't participate was because he had to complete paper work, and a recess was offered giving him the time he needed but he refused, stating he would be occupied the entire day. I do not find the Tenants had genuine intention to participate in the hearing. The Board is mandated to ensure the most efficient use of its time and resources and to adjourn this hearing would not be reasonable under the circumstances. The Tenant indicated he would not stay and he was informed the hearing would proceed in his absence. The Tenant elected to disconnect from the virtual hearing.

Determinations:

3. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay the Landlord \$16,610.03.
4. The Former Tenant vacated the rental unit on June 30, 2023 which is not disputed. Therefore, the Former Tenant's obligation to pay rent ended on that date.
5. The Former Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$17,970.00. I considered the Tenant's testimony that he did not owe the Landlord money but he did not provide enough evidence to support his claim. The Tenant testified he paid cash before 2020 (COVID-19) which was challenged by the Landlord. The Tenant did not provide a ledger, history of payments or any other reliable evidence to support proof of cash payment. I considered the Tenant's evidence alleging the Landlord issued them a rent receipt for the period of January to December 2022 (Doc-7008600) but the Landlord denied issuing that receipt claiming he never signed, issued or prepared that document. The Landlord testified the document was falsified which on a balance of probabilities is supported by the mistakes contained in the receipt. For example, the Landlord's name is spelled wrong twice on the receipt; the

receipt also shows payment for 2022 was by post dated cheques which conflicted with the Landlord's bank statements corroborating method of payment was by etransfer. I also reviewed the Landlord's bank statements (Doc-7324489) which shows a long history of etransfer from 2019 which predates the Tenant's claim that etransfer only started in 2020. Since there was no reliable evidence from the Tenant to support his payment history, I find the Tenant owes the Landlord \$17,970.00.

7. The Landlord collected a rent deposit of \$2,100.00 from the Former Tenant and this deposit is **not** held by the Landlord.
8. Interest on the rent deposit, in the amount of \$144.07 is owing to the Former Tenant for the period from October 9, 2018 to June 30, 2023.

Section 88 claim:

9. The Landlord requested to withdraw the portion of the application about out-of-pocket expenses related to cleaning. This portion of the application was not considered.

Utility

10. The Tenant is responsibility for the costs of the rental fee for the hot water tank and this is supported by conditions included in both tenancy agreements. The Landlord testified the Tenant did not pay the hot water tank rental fee which conflicted with the Tenant's testimony that he paid the fee each month as it was included on his gas bill. The Tenant testified the costs are associated with the EVR, air filtration unit which is the Landlord's responsibility to pay.
11. The Landlord produced a statement from Enercare that covered a period from July 9 to July 29, 2023, and although it confirms the address of the rental unit, it's covers a time period when the Tenant was not living in the unit nor did it provide information that identifies the service and associated costs. The Landlord, however also submitted individual monthly invoices from the service provider, Enercare, (Doc-7324507) which supports a finding that the costs is associated with water rental fee and EVR charges. The invoices also verifies the total charge of \$884.10. The cost is for the period from September 9, 2021, to June 30, 2023 which is the period the Tenants occupied the rental unit. The Landlord testified he paid these costs. I find the Landlord proved the Tenant substantially interfered with his right and he incurred reasonable out-of-pocket expenses of \$884.10 as a result of the Former Tenant's failure to pay for the hot water rental/EVR costs.
12. The EVR for the unit was also the Tenant's responsibility as confirmed by the tenancy agreement (Doc-1815806).

Section 89:

13. The Landlord requested to withdraw his claim for costs associated with painting the rental unit. This portion of the application was not considered.

It is ordered that:

1. The Former Tenant shall pay to the Landlord **\$18,710.03**, which represents rent owing up to June 30, 2023 and utility costs less the interest on the deposit .
2. The Former Tenant shall also pay \$186.00 for the cost of the application.
3. The total amount the Former Tenant owes the Landlord is **\$18,896.03***. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

March 6, 2026
Date AMENDED

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	\$17,970.00
Substantial Interference Costs/Damage Costs	0.00
Utility Costs	\$884.10
Less interest on the deposit	-\$144.07
Less the amount of the last month's rent deposit (applied to June 2023 rent period)	0.00
Total amount owing to the Landlord	\$18,710.03