



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

Citation: Yim v Boutakis, 2026 ONLTB 20830

Date: 2026-03-11

File Number: LTB-L-016126-25

In the matter of: 96 GLENVALE BLVD
EAST YORK ON M4G2V9

Between: Kenneth Yim Landlord

And

Peter Boutakis Former Tenant
Voula Boutakis

Kenneth Yim (the 'Landlord') applied for an order requiring Peter Boutakis and Voula Boutakis (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.

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

The Landlord and the Tenant Peter Boutakis attended the hearing.

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 \$4,585.52.
2. The Former Tenants vacated the rental unit on February 7, 2025.

Rent

3. The lawful rent was \$6,000.00. It was due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$197.26. This amount is calculated as follows: \$6,000.00 x 12, divided by 365 days.
5. The Former Tenants have not made any payments since the application was filed.
6. The Landlord is claiming \$3,000.00, less a \$200.00 key deposit for a total of \$2,800.00 for rent for the month of January 2025, The Landlord testified that the Former Tenants failed to pay the other half of their rent for January.
7. The Landlord testified that the Former Tenants never provided him notice that they had planned on vacating the unit. The Former Tenants then told the Landlord that they intended on leaving the unit by the end of January. The Former Tenants' last months rent deposit had been applied to the month of November 2024, and the Former Tenants had paid rent for December, and half of the rent for January 2025.
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 January 31, 2025.
9. The Former Tenants did not dispute these arrears, and I find that the rent arrears and daily compensation owing to January 231, 2025, is \$2,800.00.

Utilities

10. The Former Tenants agreed that hey had failed to pay water and waste -water costs that they were required to pay under the terms of the tenancy agreement.
11. The Landlord incurred reasonable out-of-pocket expenses of \$617.70 as a result of the Former Tenants' failure to pay water and wastewater costs.

Undue Damage

19. The Landlord testified that his repair claim was hard to specify but that he had to replace a number of items and that he was reasonable with his claim.
20. The Landlord testified that there had been a hole in the door which he had found on February 11, 2025. The Former Tenants had advised the Landlord that they would repair the hole but never did. The Landlord is claiming \$154.87, and I find that this expenses is reasonable and will be ordered.
21. The Landlord also claimed expenses for cleaning and painting the unit and removing large items. The cleaning and painting expenses, in my view, were not conducted as a result of the Former Tenants' negligent or willful damage and I find that the more appropriate claim would have been for substantial interference, and this part of the Landlord's claim is dismissed.
22. The Landlord also replaced the unit's microwave due to damage to its door. The microwave that had been purchased was discontinued. The Landlord had to replace the

entire unit as he was unable to find the parts to replace the microwave. He is requesting \$826.95 for that cost.

23. While the Former Tenants took issue with the Landlord's costing of this expense, I find that the expense was reasonable concerning the circumstances that the microwave in question was discontinued and parts could not be used to repair the unit.
24. As such, based on the evidence of both parties, I am satisfied on a balance of probabilities that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
25. The Landlord incurred reasonable costs of \$981.82 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
26. The Landlord incurred costs of \$186.00 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 \$2,800.00, which represents rent and compensation owing up to January 31, 2025, less the \$200.00 key deposit paid by the Former Tenants to the Landlord.
2. The Former Tenants shall also pay to the Landlord \$617.70, 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 \$981.82, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenants owe the Landlord is \$4,585.52
6. If the Former Tenants do not pay the Landlord the full amount owing on or before March 22, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 23, 2026, at 4.00% annually on the balance outstanding.

March 11, 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 Tenants must pay the Landlord:

Rent and Compensation Owing to January 31, 2025	\$2,800.00
Utility Costs	\$617.70
Damage Costs	\$981.82
Application Filing Fee	\$186.00
Total amount owing to the Landlord	- \$4,585.52