



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

File Number: LTB-L-034212-25-AM

In the matter of: 1210, 30 ROEHAMPTON AVE
TORONTO ON M4P0B9

Between: Annie Ng **MAR 17 2026** Landlord

And

Paul Kaliciak Former Tenant

Annie Ng (the 'Landlord') applied for an order requiring Paul Kaliciak (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.

Further, the Landlord applied for an order requiring 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.

Further, the Landlord applied for an order requiring 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.

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

Only the Landlord's Legal Representative Julian Anthony Clegg attended the hearing.

As of 9:49 am, 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

This amended order is issued to correct clerical errors in the order issued on March 2, 2026.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, Former Tenant shall pay to the Landlord \$12,912.97.
2. 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.
3. These documents were served on October 25, 2025, by e-mails.
4. The Former Tenant vacated the rental unit on **May 5**, 2024.
5. The Landlord amended their application to correctly reflect the damages sought as Wilful or Negligent Damage.

Substantial Interference

6. The Landlord's Legal Representative submitted that the Former Tenant was not permitted to smoke in the unit and that the Former Tenant had agreed to clean the unit at the conclusion of his lease.
7. Due to the smell and the colour of the walls, the unit had to be refurbished and repainted. Invoices were entered into evidence totaling \$7,542.32 and I am satisfied that these expenses are as a result of the Former Tenant substantially interfering with the Landlords reasonable enjoyment of same and will be ordered.
8. 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.
9. The Landlord incurred reasonable out-of-pocket expenses of \$7,542.32. These expenses were incurred as a result of the substantial interference.

Utility Expenses

10. The Former Tenant failed to pay electricity and water costs that they were required to pay under the terms of the tenancy agreement, dated March 27, 2024, to May 5, 2024.
11. The Landlord incurred reasonable out-of-pocket expenses of \$104.71 as a result of the Former Tenant's failure to pay electricity and water costs.

Willful or Negligent Damage

12. The Landlord's Legal Representative submitted that when the unit was vacated the Landlord had conducted an inspection and found damage to the unit's floor that required replacement, as well repairs to the drywall, door jambs, blinds and the closet door.

13. Invoices were entered into evidence supporting the Landlord's position and I am satisfied that the Landlord incurred reasonable out-of-pocket expenses of \$5,079.94 as a result of the Former Tenant's willful or negligent damage.
14. 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 Tenant shall pay to the Landlord \$5,079.94, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the Willful or Negligent Damage.
2. The Former Tenant shall also pay to the Landlord \$7,542.32, 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 \$104.71, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total the Former Tenant must pay to the Landlord is \$12,912.97.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

March 17, 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:

Willful & Negligent Damage Costs	\$5,079.94
Substantial Interference Costs	\$7,542.32
Utility Costs	\$104.71
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,912.97