



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Ragobar, 2026 ONLTB 23272

Date: 2026-03-23

File Number: LTB-L-092162-24

In the matter of: 108, 655 WINDERMERE RD
LONDON ON N5X2W8

Between: Drewlo Holdings Inc. Landlord

And

Joshua Joshua Ragobar Former Tenants
Sanae Ragobar

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Joshua Joshua Ragobar and Sanae Ragobar (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Joshua Joshua Ragobar and Sanae Ragobar (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 September 29, 2025.

The Landlord's representative, Susan Pelton, and the Former Tenant, Joshua Joshua Ragobar (JR) attended the hearing. The Landlord's witness, Andrea Weston, was also in attendance.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application with respect to the rent and daily compensation that the Former Tenants owe on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlord \$337.66 by April 3, 2026.
2. The Landlord did not prove the allegations contained in the application with respect to the Landlord's reasonable out-of-pocket costs that the Landlord incurred to repair or replace undue damage to property on a balance of probabilities.

3. 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.
4. I am further 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.
5. These documents were served on July 18, 2025, by sending the documents by mail to the Former Tenants' current residence.
6. The Former Tenant vacated the rental unit on December 4, 2023.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. It was undisputed that the Landlord served the Former Tenants with an N4 Notice of Termination on or about November 23, 2023, with a termination date of December 23, 2023.
9. The Landlord submitted an outgoing inspection report completed with the Former Tenants when the keys were returned. The form is dated December 4, 2023, and is signed by the Former Tenants. Despite having returned the keys on December 4, 2023, it was the Former Tenants' position that they started moving their belongings out on December 1, 2023, and were told by the Landlord's superintendent that they could take a few extra days to move without incurring additional per diem rent charges. The Tenant did not call the Landlord's superintendent to testify.
10. The Landlord's position is that the Former Tenants did not fully vacate the unit until December 4, 2023, and as such they are required to pay rent to that date. The Landlord's representative submitted she does not believe that the superintendent would tell the Tenants they could take extra time to leave without incurring additional rent charges. In the alternative, the Landlord's representative submitted that even if the superintendent did tell the Former Tenants they could take longer to move out without incurring additional rent charges, the superintendent and the Former Tenants were prohibited from making such a verbal agreement. The Landlord relied on clause 49 of the lease agreement between the parties which stated the following:

The Standard Lease, the Additional Terms, all Schedules thereto (if any), the Rental Application, and the Guarantor Agreement (if any), constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and **there are not and shall not be any verbal statements, representations, warranties, undertakings, or agreements between the parties with respect to the subject matter hereof not contained herein.**

11. Without any supporting evidence, such as a statement from the Landlord's superintendent, I cannot be satisfied on the balance of probabilities that the Former Tenants were released

from their obligation to pay the rent until the date they fully vacated and returned the keys to the Landlord. It was undisputed that date was December 4, 2023.

12. The lawful rent was \$1,525.87. It was due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$50.17. This amount is calculated as follows: \$1,525.87 x 12, divided by 365 days.
14. The Former Tenants have paid \$1,526.00 to the Landlord since the application was filed.
15. The tenancy ended on December 4, 2023, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
16. The rent arrears and daily compensation owing to December 4, 2023, are \$1,726.13.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

18. The Landlord's employee and witness, Andrea Wilson (AW), testified that the Former Tenants' unit had brand new carpet and flooring installed prior to their move in date. The Landlord submitted the Former Tenants' move in inspection report which states "new carpet and flooring" in the relevant section.
19. AW testified that she attended the empty unit after the Former Tenants vacated and found the carpets throughout the entire unit were very stained and dirty. AW testified the staining on the carpets could not be cleaned so they had to be ripped out and replaced.
20. AW stated she attempted to clean the carpets with a small consumer-grade steam cleaner and conceded that there was no attempt to professionally steam clean the carpets before the decision was made to remove them.
21. Section 89(1) of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, **where repairing is not reasonable**, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, 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 wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

22. I am not satisfied that the Landlord took reasonable efforts to try and repair the damage to the carpet prior to incurring costs to replace it. I have reviewed the photos of carpet submitted by the Landlord and it is notable that there appears to be no structural damage. While the carpet is noticeably stained, the staining appears to be ground in dirt from foot traffic. The Landlord ought to have tried to clean some of the stained areas with a professional grade steam cleaning treatment to see if the carpet could be salvaged.
23. Based on the evidence before me I am not satisfied, based on the balance of probabilities, that the Landlord is entitled to reimbursement for the replacement of the carpet in the rental unit. Therefore, this portion of the Landlord's claim is denied.

Rent Deposit

24. The Landlord collected a rent deposit of \$1,521.00 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.
25. Interest on the rent deposit, in the amount of \$53.47 is owing to the Former Tenants for the period from March 1, 2021, to December 4, 2023

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$1,726.13, which represents rent and compensation owing up to December 4, 2023.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,574.47 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 Tenants.
4. The total amount the Former Tenants owe the Landlord is \$337.66*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before April 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 4, 2026, at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Melissa Anjema
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 December 4, 2023	\$1,726.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,521.00
Less interest owing on the last month's rent deposit	-\$53.47
Total amount owing to the Landlord	\$337.66