



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

File Number: LTB-L-012146-23

In the matter of: 107, 185 Kehl Street
Kitchener Ontario N2M5B9

Between: Maple Property Management Group Landlord

And

Sarah Rabelo Former Tenant

Maple Property Management Group (the 'Landlord') applied for an order requiring Sarah Rabelo (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Maple Property Management Group (the 'Landlord') applied for an order requiring Sarah Rabelo (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.

Maple Property Management Group (the 'Landlord') applied for an order requiring Sarah Rabelo (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 15, 2025.

Only the Landlord's Legal Representative Carmen Dawdy attended the hearing.

As of 10:04 a.m., 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.

Procedural History:

1. This application appeared before the Board on October 12, 2023, and adjourned as there was not enough time on the docket to complete the matter.

2. The matter was before the Board again on May 15, 2024, and adjourned on consent of the parties.
3. The matter appears again on March 4, 2025, and adjourned at the Landlord's request.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
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 September 18, 2025, by email. Additionally, the day of the hearing Ms. Dawdy emailed the Tenant about her attendance for this hearing, and it appears the Tenant read that email, as a read receipt was provided.
4. The Former Tenant vacated the rental unit on September 11, 2022.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. The Tenant vacated the rental unit on or about September 11, 2022, and the application was filed on October 24, 2022, which is within one year. The Former Tenant has not made any payments since the application was filed.
8. The Former Tenant is 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 Tenant's obligation to pay rent ended on May 16, 2022.
9. The rent arrears and daily compensation owing to are \$17,931.67.
10. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Out of pocket expense- Substantial Interference

14. 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. The Tenant is responsible for paying for two parking spaces at \$140.00 per month after her employment was terminated from September 2021 until September 2022.
15. The Landlord incurred reasonable out-of-pocket expenses of \$1,731.33. These expenses were incurred as a result of the substantial interference.
16. The Tenant shall pay the Landlord a total of \$1,731.33 for the use of two parking spaces from September 2021 to September 2022. This amount consists of:

- \$1,680.00 for the 12-month period from September 2021 to August 2022 at a monthly rate of \$140.00; and
- \$53.00 for 11 days of parking in September 2022, calculated on a per-diem basis ($\$140 \div 30 \text{ days} \times 11 \text{ days}$).

17. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$17,931.67, which represents rent and compensation owing up to May 16, 2022.
2. The Former Tenant shall pay to the Landlord \$1,731.33, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
3. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is **\$19,684.00***. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

Anthony Bruno
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	\$17,931.67
Substantial Interference Costs	\$1,731.33
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$19,684.00