



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-026157-24-RV

In the matter of: 25 TAYLOR AVE
ST CATHARINES ON L2R6H1

Between: Parmjeet Dhillon Landlords
Krishan Dhillon
10245763 Canada Inc.

And

Jamie Gress Former Tenants
Sara Latour

Review Order

Parmjeet Dhillon, Krishan Dhillon and 10245763 Canada Inc. (the 'Landlords') applied for an order requiring Jamie Gress and Sara Latour (the 'Former Tenants'):

- to pay the rent and daily compensation that the Former Tenant owes;
- to pay the Landlords' 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; and
- to pay the Landlords' reasonable out-of-pocket costs that the Landlords 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.

The application was resolved by order LTB-L-026157-24 issued on January 22, 2026.

On February 10, 2026 the Landlords requested a review of the order.

On February 11, 2026 interim order LTB-L-026157-24-RV-IN was issued, staying the order issued on January 22, 2026.

This application was heard by videoconference on March 11, 2026.

Only the Landlord's agent Aaron Dhillon and their representative Jorge Andres Steinmetz attended the hearing.

The Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

Request to Review

1. The parties were served with a Notice of Adjourned Video Hearing ('NOH') on September 25, 2025. The NOH indicates the hearing will proceed on January 14, 2026 at 9:00AM.
2. The Landlord's representative submitted he diarized the incorrect time for the hearing. Rather than appearing for the scheduled time of 9:00AM, the Landlord's representative appeared in the 1:00PM block.
3. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less." I have interpreted this situation broadly and find that the Landlords were not reasonably able to participate in the proceedings. This decision is consistent with the Divisional Court's recent decision in *Khani v. Zhang*, 2019 ONSC 1362 (CanLII).
4. The request to review is granted. As a result, order LTB-L-026157-24 issued on January 22, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

5. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities.
6. I am satisfied that the Landlords served the Former Tenants 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.
7. I am satisfied that the Landlords served the Former Tenants 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.
8. These documents were served by sending the documents by mail to the Former Tenants current residence.
9. The Former Tenants vacated the rental unit on January 18, 2024.

Rent Owing

10. The lawful rent was \$2,600.00. It was due on the 1st day of each month.
11. The Former Tenants have not made any payments since the application was filed.

12. The rent arrears owing to January 18, 2024 are \$14,509.68.

Compensation for unpaid utility costs

10. The Former Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlords provided a copy of the lease agreement which indicates water is a cost that the Tenants were required to pay.

11. The Landlords provided outstanding water bills that were unpaid by the Former Tenants and that the Landlords had to pay on their behalf. Therefore, the Landlords incurred reasonable out-of-pocket expenses of \$540.35 as a result of the Former Tenants' failure to pay water costs.

Compensation for damage

14. 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.

15. The Landlords provided photos of the rental unit prior to the Former Tenants occupancy. The photos were from when the Landlords bought the property in February 2023. The Former Tenants moved into the rental unit March 1, 2023.

16. The Landlords provided photos of the rental unit the same day the Former Tenants vacated, being January 18, 2024. The photos show significant damage to the rental unit that is beyond wear and tear, especially considering this tenancy lasted less than one year. The carpets were stained, the walls throughout the rental unit had marker and crayon on them, and the bathrooms were unsanitary. Furthermore, a large amount of bulk garbage was left behind by the Former Tenants.

17. The Landlords provided a quote from a contractor that listed all the repairs that were required to rectify the damages caused by the Former Tenants. The Landlord's agent AD testified the Landlords incurred the costs on the quote which totaled \$24,860.00 and I find this amount to be reasonable considering the evidence provided of the damage.

Rent Deposit

18. The Landlords collected a rent deposit of \$2,600.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

19. Interest on the rent deposit, in the amount of \$57.70 is owing to the Former Tenants for the period from March 1, 2023 to January 18, 2024.

It is ordered that:

1. The request to review order LTB-L-026157-24 issued on January 22, 2026 is granted.

2. Order LTB-L-026157-24 issued on January 22, 2026 is cancelled and replaced by the following:
3. The Former Tenants shall pay to the Landlord \$14,509.68 which represents rent and compensation owing up to January 18, 2024.
4. The Former Tenants shall also pay to the Landlords \$540.35, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
5. The Former Tenants shall also pay to the Landlords \$24,860.00, which represents the reasonable costs the Landlords incurred as a result of the damage.
6. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The Landlords owe \$2,657.70 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.
8. The total amount the Former Tenants owe the Landlords are \$22,986.65*. See Schedule 1 for the calculation of the amount owing.
9. If the Former Tenants do not pay the Landlords the full amount owing on or before April 6, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Elena Jacob
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 Landlords:

Rent arrears owing up to January 18, 2024	\$14,509.68
Utility Costs	\$540.35
Damage Costs	\$24,860.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$57.70
Total amount owing to the Landlords	\$37,438.33