



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

File Number: LTB-L-075028-23

In the matter of: 313 ELGIN ST
SARNIA ON N7T5B5

Between: Obbe De Jong Landlord

And

Doris Hall Former Tenant

Obbe De Jong (the 'Landlord') applied for an order requiring Doris Hall (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.

The Landlord also applied for an order requiring 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 February 12, 2026.

Only the Landlord attended the hearing.

As of 10:11 a.m., the Former Tenant was not present or represented at the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities with respect to unpaid utilities and damage with respect to a hole in the wall. Therefore, the Landlord will be awarded costs that the landlord has incurred or will incur as result of, the former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement and for the repairing of the damaged property that was wilfully/negligently caused by the Former Tenant.
2. The application and Notice of Hearing was served on December 17, 2025, by sending the documents to the Former Tenant's current residence (Upper-292 East Street North, Sarnia, Ontario). At the hearing, the Landlord advised the Former Tenant's current landlord had provided confirmation to him that the Former Tenant was residing at the

landlord's property. He also claimed that he personally attended the Former Tenant's current residence in December 2024. The Former Tenant's daughter had answered the door and advised the Landlord that the Former Tenant could not come to the door. He further claimed that the Former Tenant's current landlord has filed an L1 application (LTB-L-000622-25) against the Former Tenant, and the current address noted on the L1 application is the same as where the documents were served.

3. Based on the submission of the Landlord, the Board was satisfied with the Landlord's service of the documents to the Former Tenant at their current residence. The Board accepted the Landlord's uncontested evidence that he personally attended the Former Tenant's current residence and confirmed their address, and that the Former Tenant's current landlord had provided confirmation to him that the Former Tenant currently resides at the property. Furthermore, upon review of the application L1 application (LTB-L-000622-25), it also appears that the Tenant still resides and is in possession of the unit where the Landlord had served the documents. Thus, the Board was satisfied on a balance of probabilities that the address noted on the Certificate of service is the Former Tenant's current residence.
4. The Former Tenant vacated the rental unit on June 28, 2023.

Compensation for unpaid utility costs.

5. The lease agreement dated May 28, 2021, between the parties, confirm that the Former Tenant was responsible for utility costs related to water, heat, and electricity.
6. The Landlord filed copies of the water utility bills with the Board from the City of Sarnia dated January 20, 2023, Feb 21, 2023, March 20, 2023, April 24, 2023, May 19, 2023, June 20, 2023, and August 1, 2023. These bills total to \$589.09. The Landlord also filed a copy of the heat/gas bill from Enbridge dated May 19, 2023, in the amount of \$172.91. The Landlord confirmed that he paid these bills.
7. Accordingly, I am satisfied on a balance of probabilities that the Landlord has incurred reasonable out-of-pocket expenses in the total amount of \$762.00 related to utility costs that the Former Tenant was required to pay under the terms of the tenancy agreement.
8. Accordingly, I will award this amount to the Landlord.
9. The Landlord did not provide sufficient evidence regarding his remaining claims for utility costs on the application. I would have reasonably expected the Landlord to file copies of the utility bill in support of his additional claim for utility costs. Thus, any remaining amount for utility costs on the application will not be awarded.

Compensation for damage

12. The Landlord did not provide sufficient particulars on there application with respect to their claim for damage related to a fence. No details were provided as to what constituted "damage". Also, the claim for damage in the application included cleaning costs. Cleaning is not considered damage. For these reasons, the Board did not consider these claims.

13. The Landlord sought costs in relation to damage to the refrigerator, a hole in the wall, and changes to the paint colour on the wall.
14. The Landlord testified that on June 29, 2023, he conducted an inspection of the rental unit and noticed that the power to the refrigerator had been disconnected and observed that the refrigerator contained rotten food inside. He claimed the refrigerator was dirty, and that he could not clean it. The rotted food in the refrigerator constituted a health hazard. During the inspection, he also observed a hole behind the door to the entrance of the bathroom located on the main floor. He claimed that damage was negligently/wilfully caused by the Former Tenant because the washroom contained a blanket covered in dog urine, which suggested that the dog had been inside the washroom, and that the Former Tenant's dog had caused the damage to the wall. There was no hole prior to the Former Tenant moving into the rental unit. The Landlord further testified that he observed that the Former Tenant painted one of the bedrooms in the rental unit with a dark colour without his authorization. He claimed this constituted damage as the wall was no longer in the original state and that it took excessive paint and primer to restore the wall to its original colour.
15. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the Landlord has proven his claim for costs related to undue damage with respect to the hole in the washroom. A photograph of the hole was filed as evidence with the Board, and it shows a large hole in the bottom corner of the wall behind the washroom door and near the molding. Given the location of the hole, and the fact the hole was not there prior to the Former Tenant moving into the rental unit, that it is more likely than not, the hole was wilfully/negligently caused by the Former Tenant. Due to the size of the hole, I find that the damage is undue. The Landlord estimated that it cost him approximately \$200.00 to fix the hole. I find this to be a reasonable out of pocket expense that the Landlord incurred to repair the hole. Accordingly, I will award this amount to the Landlord.
16. The Landlord's evidence with respect to the refrigerator was centered on it being not a clean state. He claimed the fridge was beyond the state for it to be able to be cleaned. He did not provide sufficient evidence as *how* the Former Tenant's wilful/negligent conduct with respect to storing food caused the fridge to be nonfunctional. This is evidence I would have reasonably expected the Landlord to adduce in support of his claim for undue damage. Cleaning is not considered damage. Thus, I am not satisfied the Landlord has proven this claim.
17. With respect to the changes of the paint colour in the bedroom wall, the Landlord did not provide sufficient evidence that this conduct was caused by the Former Tenant. The Landlord did not file any pictures that showed the condition of the bedroom wall prior to the Former Tenant moving in. This is evidence I would have reasonably expected the Landlord to adduce to corroborate his claim that the wall colour had indeed been changed and this conduct was attributed to the Former Tenant. Thus, I place little weight on his oral evidence. Furthermore, the Landlord did not provide sufficient evidence as how the changes to the paint colour on the wall constituted "undue damage." The picture that was filed by the Landlord which he relied on in support of his claim, does not show that the walls have suffered any form of damage. It only shows a bedroom with a dark painted colour. Accordingly, I am not satisfied that the Landlord has proven their claim with respect to this issue.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$762.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$200.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$1,148.00.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Former Tenant 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

Inderdeep Padda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.