



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

File Number: LTB-L-009239-25

In the matter of: 2380 Meldrum Rd
Windsor ON N8W4E4

Between: Thomas Younen Landlord

And

Darlene Ritchie Former Tenant

Thomas Younen (the 'Landlord') applied for an order requiring Darlene Ritchie (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Thomas Younen (the 'Landlord') applied for an order requiring Darlene Ritchie (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 January 13, 2026.

Only the Landlord attended the hearing.

As of 11:09 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:

This application appeared before the Board on August 7, 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 November 16, 2025, by email. I am satisfied based on the Landlord's evidence that the Tenant read the emails served upon them.
4. The Former Tenant vacated the rental unit on November 24, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. The application was filed on March 17, 2025, with the Tenant vacating on November 24, 2024, which is within one year.
8. The Former Tenant has not made any payments since the application was filed.
9. 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 November 30, 2024.
10. The rent arrears and daily compensation owing to are \$5,255.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

14. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
15. The Landlord testified that he discovered extensive damage was found throughout the property following the tenant's departure, far beyond normal wear and tear. The interior had multiple large holes in the walls, several broken doors, damaged and chewed door frames, and ripped laminate flooring that required full replacement. Bathrooms, appliances, sinks, and toilets were left extremely unclean, and the fridge and dishwasher developed severe maggot infestations that caused persistent odors despite cleaning efforts. Three smoke alarms were also found broken and had to be replaced. The backyard was similarly neglected, with large areas destroyed by dogs, significant garbage left behind, and the shed filled with waste that required paid disposal.
16. In addition to physical damage, the tenant's actions resulted in financial loss. All laminate floors had to be replaced through insurance, leaving \$1,000 deductible and increased premiums. Rental income has been lost since January 2025 due to the time required to repair the home. The asphalt and concrete were also damaged by a large vehicle tent, leaving holes and dents. Further concerns arose from receiving mail for unknown individuals, suggesting possible unauthorized occupants. The tenant did not notify me on the day she moved out and left the house in an unswept, dirty condition.

17. The Landlord incurred reasonable costs of \$16,018.60 to repair the damage and replace property that was damaged and cannot reasonably be repaired. The Landlord presented approximately 30 photographs and several invoices supporting the amount claimed.
18. The Landlord proved that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,255.00, which represents rent and compensation owing up to November 30, 2024.
2. The Former Tenant shall also pay to the Landlord \$16,018.60, 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 **\$21,459.60***. 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 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026, at 4.00% annually on the balance outstanding.

March 27, 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	\$5,255.00
Damage Costs	\$16,018.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,459.60