



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

File Number: LTB-L-009243-25

In the matter of: 53 MATTAWA CRES
KANATA ON K2M2E8

Between: Sleepwell Property Management Landlord

And

Michael Moore Former Tenant

Sleepwell Property Management (the 'Landlord') applied for an order requiring Michael Moore (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.

Sleepwell Property Management (the 'Landlord') applied for an order requiring Michael Moore (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 Llyod Smith and the Landlord's Legal Representative Mike Andrews attended the hearing.

As of 10:22 a.m., the Former Tenant was/were 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

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 December 12, 2025, by mail. I am satisfied based on the Landlord's evidence that the Tenant mailing address was obtained and these documents were served on the Tenant.
4. The Former Tenant vacated the rental unit on April 25, 2024.
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 April 25, 2024, and this application was filed on February 4, 2025, which is within one year.

Compensation for unpaid utility costs

8. The Former Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord incurred reasonable out-of-pocket expenses of \$1,619.69 as a result of the Former Tenant's failure to pay heat, electricity and/or water costs. The Tenant failed to pay utilities from August 1, 2023, to April 25, 2024, resulting in the outstanding balance sought by the Landlord.
10. The Landlord proved that the Former Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.

Compensation for damage

12. 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.
13. The Landlord testified that the property required extensive cleaning, repairs, and restoration after the tenant's occupancy. Several issues stemmed from tenant negligence, including a clogged sink, smoke damage in the master bedroom, and significant debris and waste left throughout the property—such as garbage, dog feces, backyard weeds, and general disorder. Multiple rooms needed repainting, carpets required cleaning or replacement, and professional duct and turnover cleaning services were necessary to restore the home to a livable condition. In addition, rekeying and lock replacement were required during and after the Sheriff-supervised eviction process.
14. He stated that beyond cleaning, the property needed substantial repairs across plumbing, electrical, structural, and general maintenance areas. This included fixing damaged windows, doors, kitchen cabinets, the shower drain, garage door systems, and patio door components. Additional work involved troubleshooting the hot water tank and A/C, repairing the tub drain shoe, replacing a basement dimmer, and sealing the driveway. Materials from Home Depot, labour costs, and invoiced taxes added to the total expenses. Together, these efforts were necessary to bring the property back to standard after considerable wear, damage, and neglect.
15. The Landlord incurred reasonable costs of \$6,770.24 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

16. The Landlord proved the reasonable costs that the Landlord incurred or will incur as a result of the damage. I am satisfied, on a balance of probabilities, that the Tenant caused these damages. I find that based on the documentary evidence presented by the Landlord, such as photographs and invoice, he has incurred the costs sought.
17. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,619.69, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$6,770.24, 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 \$8,575.93*. 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 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.

March 31, 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:

Utility Costs	\$1,619.69
Damage Costs	\$6,770.24
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,575.93