



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-095141-23

In the matter of: Lower Unit, 59 DIANE DR
ORANGEVILLE ON L9W3M9

Between: Ruth Reid Landlord

And

Ashley Kilby Former Tenant
Mason Cronkwright

Ruth Reid (the 'Landlord') applied for an order requiring Ashley Kilby and Mason Cronkwright (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Ruth Reid (the 'Landlord') applied for an order requiring Ashley Kilby and Mason Cronkwright (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.

Ruth Reid (the 'Landlord') applied for an order requiring Ashley Kilby and Mason Cronkwright (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 17, 2025.

The Landlord and the Tenants attended the hearing. Steven Reid attended to support the Landlord.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$533.99 which is inclusive of the application fee.
2. I am satisfied that the Landlord served the Former Tenant 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.

Non-payment:

3. Given my findings that the tenancy terminated on November 1, 2023, the Landlord's application for non-payment of rent from November 1, 2023 to December 31, 2023 is denied.
4. I find the Former Tenants vacated the rental unit on November 1, 2023, and the tenancy terminated on this date.
5. On October 21, 2023, the Tenants called/text the Landlord they were going to move out on November 15, 2023. The Landlord told the Tenant they would try to re-rent the unit but if not, the Tenants were required to pay rent up to December 31, 2023. The Tenants agreed. On October 23, 2023, at 6:32 p.m. the Landlord sent a text to the Tenants telling them they may have found a prospective tenant and whether the Tenants were able to leave on November 1, 2023. The Tenants responded they can vacate by November 1, 2023, but needed as much notice as possible. The Tenant vacated on November 1, 2023, earlier than their intended date of November 15, 2023.
6. The Landlord put in motion and prompted the Tenants to vacate earlier than the date the Tenants intended to vacate on November 15, 2023, and the tenancy in my view terminates by inferred agreement. The Landlord testified they didn't know the Tenants vacated on November 1, 2023, but a copy of text message by the Tenants to the Landlord dated November 1, 2023, supports otherwise. There was also a seven day period from the date of the Landlord's email on October 23, 2023 and November 1, 2023 when the Landlord's prospective tenant wanted to move into the unit. The Landlord's text triggered and actively induced the Tenant to move out earlier and I find it was reasonable for the Tenants to infer that Landlord wanted possession of the rental unit on November 1, 2023, and the Landlord found a replacement tenant. In my view, the event signaled that the Landlord was no longer insisting on the terminating the tenancy on December 31, 2023.
7. Even if there was no inferred agreement, the landlord's application for non-payment of rent would still fail because I find the Landlord failed to mitigate the Tenants loses as required under section 17 of the Act. The Landlords elected to rent the unit on January 1, 2024, and there was nothing to establish that the unit could not be rented sooner than January 1, 2023, especially since the Landlord found the prospective tenant within two days (October 23, 2023) from the date the Tenant spoke to the Landlord on October 21, 2023. The Landlord's new tenant didn't move in until January 1, 2024 which was in the Landlord's interest because having the unit empty the Landlord was able to complete major renovations that included replacing the floors and kitchen and having a plumber and other contractors come in to do work in the basement unit to comply with city by-laws for legal basement.

Utilities:

8. The Landlord incurred reasonable out-of-pocket expenses of \$97.99 as a result of the Former Tenants' failure to pay electricity and water costs
9. There's no dispute the Tenants are responsible for 40% of utilities.
10. There was no evidence led about unpaid costs for gas.

11. The Tenants paid \$84.50 to the Landlord on October 11, 2023, which is not dispute. The Landlord stated the amount of \$84.50 was applied to back charges for hydro owing from August 2023 which the Tenant challenged arguing it was hydro owing to October 1, 2023. I considered the information on the L2 application that claims invoice dated August 18, 2023, for hydro from September 1 to October 1, 2023, in the amount of \$236.36 (40% = \$94.56) and invoice for the same period dated September 23, 2023/October 18, 2023 which also claims \$236.36 for period from September 1 to October 1, 2023 (Doc 2376373). Since there's no dispute the Tenant paid \$84.50 to the Landlords on October 11, 2023, I find the Tenants owe the Landlord, \$10.06 for the outstanding balance owing for hydro calculated as follows: $\$94.56 - \$84.50 = \$10.06$.
12. The Landlord presented another invoice Doc-2376370 for hydro for the period from October 1 to November 1, 2023, in the amount of $\$151.92 + 19.53 \text{ HST} - \$17.77 \text{ rebate} = \$119.50 \times 40\% = \61.56 . I find the Tenants must pay the Landlord \$61.56 for hydro which is supported by invoice dated November 16, 2023.
13. The Tenant is responsible for 40% of the water portion of the utility costs. The Landlord provided an invoice corroborating costs for water charges covering a period from October 7 to November 10, 2023, dated November 16, 2023. I find the Tenants owe the Landlord \$35.51 calculated as follows: $\$119.50 \times 40\% = \$47.80 / 35 \text{ days} \times 25 \text{ days} = \26.37 (DOC-2376370)

Damage:

14. 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.
15. The Tenants do not dispute that they caused undue damage to the fridge and the Tenant consent to pay \$250.00 to the Landlord which is also supported by the Tenant's email (Doc-2376423) whereby the Tenant's accept responsibility for the damage and cost. The Landlord incurred reasonable costs of \$250.00 to repair the damage to the refrigerator.
16. The Landlord was seeking costs for alleged damage to walls (DOC-5532618) and showed photographs of three marks and a hole in the drywall that was cut out and repatched. There's no dispute the Tenant did some patch work. The toilet holder in the bathroom was broken and was replaced and was part a lump sum invoice the Landlord obtained from their contractor for renovations. Invoice Doc-5695587 from contractor doesn't specify the cost of the toilet paper holder, nor does it breakdown any drywall and mudding costs for three minor spots in the bedroom and patched one hole. The Landlord failed to establish that the Tenants caused undue damage to the rental unit that was beyond wear and tear, or age of the toilet paper holder that was original to the old unit.
17. The Landlord testified there was damage to the grass in the backyard where the Tenant's had a pool, curtain rod, and alleged screen damage. The Landlord indicated they were not pursuing costs for these items; therefore, this portion of the claim was not considered.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$347.99, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs and damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. 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 30, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.