



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

File Number: LTB-L-013130-25

In the matter of: 304, 256 SHERBOURNE ST
TORONTO ON M5A2S1

Between: PS Sherbourne Inc. Landlord

And

Bradley Morrison
Former Tenant

PS Sherbourne Inc. (the 'Landlord') applied for an order requiring Bradley Morrison (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

PS Sherbourne Inc. (the 'Landlord') applied for an order requiring Bradley Morrison (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 15, 2026.

Only the Landlord's legal representative, Ashley Cassidy, attended the hearing.

As of 10:30am, 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.

Determinations:

1. As explained below, the Landlord has proven the allegations contained in the application on a balance of probabilities. Therefore, the application is granted.
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.
3. These documents were served on October 8, 2025, to the Former Tenant's current address.
4. The Former Tenant vacated the rental unit on November 21, 2024.

5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$1,275.87. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$41.95. This amount is calculated as follows: $\$1,275.87 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on November 21, 2024, as a result of the Former Tenant moving out 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 that date.
10. The rent arrears and daily compensation owing to November 21, 2024 are \$17,280.60.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

12. The Landlord's representative testified that when the unit was inspected on November 21, 2024, following sheriff enforcement, it was found to be in a severely damaged and unsanitary condition. The Landlord filed photographs taken on November 21, 2024, as part of the application. The photographs show the unit covered in large quantities of garbage, debris and personal belongings left behind throughout the living area, kitchen and closets. The kitchen floor and counters were heavily soiled with rotting food and waste. The laminate flooring showed visible damage including staining and gouging in multiple areas. The refrigerator was found to be heavily infested with insects and covered in mould throughout its interior and exterior, rendering it irreplaceable.
13. Based on the uncontested evidence, I find that the Former Tenant, another occupant of the rental unit, or a person the Former Tenant permitted in the unit wilfully or negligently caused undue damage to the rental unit. The condition of the unit as shown in the photographs goes well beyond ordinary wear and tear.
14. The Landlord incurred costs for clearing the unit of the Former Tenant's belongings and garbage, cleaning the unit, replacing the damaged laminate flooring, repainting the unit, replacing the refrigerator, and a further reclean following the repair work. The Landlord's representative submitted invoices to support the costs incurred. I find that the Landlord has proven reasonable out-of-pocket costs of \$3,800.99 as a result of the damage.

Rent Deposit

15. The Landlord collected a rent deposit of \$1,200.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

16. Interest on the rent deposit, in the amount of \$93.72 is owing to the Former Tenant for the period from April 1, 2021 to November 21, 2024

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$17,280.60, which represents rent and compensation owing up to November 21, 2024.
2. The Former Tenant shall also pay to the Landlord \$3,800.99, 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 Landlord owes \$1,293.72 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 Tenant.
5. The total amount the Former Tenant owes the Landlord is \$19,973.87*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Colin Elsby
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 November 21, 2024	\$17,280.60
Damage Costs	\$3,800.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$93.72
Total amount owing to the Landlord	\$19,973.87