



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

File Number: LTB-L-005992-25

In the matter of: 85 FAIRVIEW CRES
SARNIA ON N7S4C8

Between: SEAN BROWNING Landlord

And

TYLER SAVAGE Former Tenant

SEAN BROWNING (the 'Landlord') applied for an order requiring TYLER SAVAGE (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.

SEAN BROWNING (the 'Landlord') applied for an order requiring TYLER SAVAGE (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 agent Brian Watson and the Landlord's legal representative, Ray M. Daniels, attended the hearing.

As of 9:35am, 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 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 15, 2025, to the Former Tenant's current address.
4. The Former Tenant vacated the rental unit on October 31, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

6. The tenancy agreement entered into evidence establishes that the Former Tenant was responsible for 100% of the utility costs for the rental unit, including electricity, heat, and water
7. The Landlord entered into evidence Bluewater Power utility bills for the service address, as well as an Inactive Account Reminder Notice dated January 6, 2025, confirming an outstanding water account balance. I am satisfied on a balance of probabilities that the Former Tenant failed to pay utility costs as required under the tenancy agreement, and that the Landlord has incurred reasonable out-of-pocket expenses of \$2,287.27 as a result.

Compensation for damage

8. The Landlord's agent, Brian Watson, testified that upon the Former Tenant's vacating of the rental unit, the unit was found to be in a significantly damaged and unclean state. Mr. Watson testified that every wall in the unit had large holes, described as much bigger than normal nail holes, caused by the mounting of televisions and shelving. He further testified that the walls throughout the unit were very dirty and, in some parts, drywall paper was ripped off the wall. The Former Tenant had removed the basement trim and caused damage to the basement bedroom drywall. Additionally, conduit had been installed in the unit for internet purposes which had caused damage.
9. The Landlord submitted photographs in evidence depicting the condition of the unit following the vacancy, which corroborate Mr. Watson's testimony. I accept Mr. Watson's evidence. I find on a balance of probabilities that the Former Tenant, an occupant, or a person permitted in the residential unit wilfully or negligently caused undue damage to the rental unit. The damage goes beyond ordinary wear and tear.
10. The Landlord entered into evidence a quote from Tanglewood Renovations dated November 9, 2024, for the repair of large holes in drywall, remediation of the basement bedroom, and painting of the entire unit, totalling \$5,785.60 inclusive of HST. I find these costs to be reasonable in the circumstances. The Landlord will incur reasonable costs of \$5,785.60 to repair the damage.
11. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,287.27, 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 \$5,785.60, 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 \$8,258.87*. 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 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:

Utility Costs	\$2,287.27
Damage Costs	\$5,785.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,258.87