



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

File Number: LTB-L-013210-25

In the matter of: 111 PRINCESS ST
PETERBOROUGH ON K9J2A8

Between: Brenda Lane Landlord

And

Patricia Switzer
James Switzer
Alexus Switzer
June Switzer
Former Tenant

Brenda Lane (the 'Landlord') applied for an order requiring Patricia Switzer, James Switzer, Alexus Switzer, and June Switzer (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.

Brenda Lane (the 'Landlord') applied for an order requiring Patricia Switzer, James Switzer, Alexus Switzer, and June Switzer (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 and the Landlord's legal representative, Crystal Francey, attended the hearing.

As of 9:34am, 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 16, 2025, by email.
4. The Former Tenant vacated the rental unit on June 1, 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 commenced on January 1, 2023, pursuant to a written tenancy agreement. Section 6 of the agreement expressly provides that electricity, heat, and water are the responsibility of the Tenant. The agreement further stipulates that accounts are to be set up with each provider in the tenants' names and that all final bills representing the last month of tenancy are the responsibility of the tenant.
7. The Landlord filed an account transaction history in evidence showing bills issued between November 30, 2023, and May 30, 2024. The Landlord testified that she paid these bills as the tenant did not, which totalled \$1,385.88.
8. Based on the uncontested evidence, I find that the Landlord incurred reasonable out-of-pocket expenses of \$1,385.88 as a result of the Former Tenant's failure to pay the utility costs as required under the terms of the tenancy agreement.

Compensation for damage

9. The Landlord testified that upon the Former Tenant vacating on June 1, 2024, she attended the property and observed two categories of damage. First, some flooring throughout the property had been damaged to the extent that it required full replacement. The Landlord described the flooring as being in a condition that went beyond normal wear and tear, necessitating the removal of the existing flooring and the installation of new vinyl plank and tile materials. The Landlord further testified that the floors were newly replaced before the Tenant moved in. Second, the lawn had been damaged during the tenancy. The Landlord testified that the grass had been destroyed in areas of the yard as the Former Tenant had parked their car on the grass, requiring the removal of the damaged turf and replacement with new sod.
10. In support of her claim, the Landlord filed receipts showing she purchased flooring materials, as well as vinyl plank flooring and adhesive, at a total cost of \$1,594.34. She also filed a receipt for six units of Kentucky Blue sod purchased from Kawartha Capital Landscape Supply Store at a cost of \$47.46. The total cost of repairs was \$1,641.80.
11. Based on the uncontested evidence, I find that the Former Tenant, or another occupant or person the Former Tenant permitted in the residential complex, wilfully or negligently caused undue damage to the flooring and lawn and that the Landlord incurred reasonable costs of \$1,641.80 to repair and replace the damaged property.
12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,385.88, 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 \$1,641.80, 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 \$3,213.68*. 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	\$1,385.88
Damage Costs	\$1,641.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,213.68