



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

Citation: Green v Servello, 2026 ONLTB 29376

Date: 2026-04-09

File Number: LTB-L-097372-24

In the matter of: 15 SRIGLEY ST
BARRIE ON L4N0L9

Between: Jordan Green Landlord

And

Sara Servello Former Tenant
Sara Caracciolo

Jordan Green (the 'Landlord') applied for an order requiring Sara Servello and Sara Caracciolo (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Jordan Green (the 'Landlord') applied for an order requiring Sara Servello and Sara Caracciolo (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.

Jordan Green (the 'Landlord') applied for an order requiring Sara Servello and Sara Caracciolo (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.

The Landlord and the Former Tenant, Sara Servello, attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of 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 at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

3. The Former Tenant vacated the rental unit on November 30, 2023.
4. 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

5. The Former Tenant served a Notice to End the Tenancy (Form N9), signed October 6, 2023, which was received by the Landlord by email on October 20, 2023. The termination date specified in the N9 was November 30, 2023. Under the Act, a tenant giving notice to end a monthly tenancy is required to provide at least 60 days' notice ending on the last day of a rental period. The notice received on October 20, 2023 gave only approximately 41 days' notice to the end of November. The N9 was therefore not valid.
6. Because the N9 was not a valid notice of termination, and because the tenancy was not ended by any order of the Board or written agreement to terminate, the Former Tenant vacated on November 30, 2023 without having lawfully terminated the tenancy. In these circumstances, the Former Tenant's rent obligations did not end on the date she vacated. Applying section 88(1) of the Act, the effective termination date is deemed to be December 31, 2023, 60 days from the date the Landlord received the N9 on October 20, 2023, ending on the last day of the rental period.
7. The Former Tenant argued that the Landlord accepted her departure by showing the unit to prospective tenants during November 2023. I do not accept that this constituted an agreement to terminate the tenancy. Showing the unit is consistent with the Landlord's obligation to mitigate his losses and does not amount to a written agreement to end the tenancy.
8. I am also satisfied, pursuant to section 88(4) of the Act, that the Landlord took reasonable steps to minimize his losses in accordance with section 16 of the Act. The Landlord secured a new tenant within approximately six weeks of the Former Tenant's departure and after damage to the rental unit was repaired, which is reasonable in the circumstances.
9. The lawful rent was \$2,613.75. It was due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$85.93. This amount is calculated as follows: $\$2,613.75 \times 12$, divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. The rent arrears and daily compensation owing to December 31, 2023 are \$2,613.75.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

14. The tenancy agreement, including the Ontario Standard Form of Lease and the attached Schedules, requires the Former Tenant to pay electricity, heat, and water directly to the relevant utility providers. I am satisfied that this obligation is established by the tenancy agreement.
15. The Landlord submitted a City of Barrie water and wastewater reminder notice dated February 1, 2024, for an account in the name of Sara Caracciolo at 15 Srigley Street, with a final meter reading date of November 30, 2023. The outstanding balance was \$370.59. When confronted with this bill at the hearing, the Former Tenant stated she had not known the balance was outstanding but agreed she owed it. I am satisfied that the Former Tenant failed to pay water and wastewater costs of \$370.59 that she was required to pay under the tenancy agreement.
16. The Landlord also submitted a Reliance Home Comfort water heater rental bill dated January 30, 2024, associated with 15 Srigley Street. The total amount owing was \$185.68, comprising a previous balance of \$154.22 from the tenancy period, a late payment charge of \$2.31, and new charges of \$29.15 for the period December 29, 2023 to January 29, 2024. The Former Tenant's position was that she did not owe this because she had already vacated. The tenancy agreement identifies hot water heater rental as a tenant responsibility.
17. I am satisfied that the Former Tenant failed to pay hot water heater rental costs of \$154.22 that she was required to pay under the tenancy agreement, and that the late payment charge of \$2.31 flows directly from that failure.
18. I am not satisfied that the new charges of \$29.15 for the period after the Former Tenant vacated are costs the Former Tenant was required to pay under the tenancy agreement, and I do not grant that portion of the claim. I find that the Former Tenant owes \$156.53 in respect of the Reliance bill.

Compensation for damage

19. The Landlord claimed \$2,807.48 for damage to the rental unit and missing property. The claimed amounts are: handyman repairs (\$750.00), fridge cleaning supplies (\$50.00), replacement of a missing basement fridge/freezer (\$587.60 including HST), delivery of the replacement fridge (\$113.00), and half a month's lost rent (\$1,306.88) representing the period the unit was allegedly unrentable while repairs were underway. I address each item below.
20. The Landlord submitted an invoice from A.W.J.R Services, dated December 13, 2023, in the amount of \$750.00, for post-tenancy repairs and cleanup at 15 Srigley Street. The work described includes painting three bedrooms and common areas, hole patching and divot filling, cleaning floors and surfaces, unclogging the upstairs toilet, fixing the bathroom door hinge, removing garbage and recycling from the garage, and changing the furnace filter, among other items. The Former Tenant did not cross-examine the Landlord. She conceded at the hearing that she was responsible for a hole in the drywall and acknowledged that her children had drawn on a door.

21. The photographic evidence taken on December 2, 2023, corroborates the breadth and nature of the damage described in the invoice. The photographs show a large hole in the third bedroom wall, crayon and marker drawings on a door, drawings on the walls of the third bedroom and hallway, wall damage including divots and holes in multiple rooms, a torn-down curtain and rod, a clogged toilet, dog excrement on a bedroom floor, scratched and damaged flooring, a stained staircase carpet, goo adhered to ceiling fixtures, a damaged vanity, a removed smoke detector, and substantial garbage left in the garage.
22. Based on the Landlord's testimony describing the condition of the unit at the end of the tenancy, the photographic evidence, and the unchallenged invoice, I am satisfied that the Former Tenant or persons she permitted in the rental unit wilfully or negligently caused undue damage beyond normal wear and tear. The handyman costs of \$750.00 are reasonable and are directly connected to that damage.
23. The Landlord claimed \$50.00 for cleaning supplies used to clean the kitchen refrigerator, which he testified was left in a filthy condition at the end of the tenancy. While I accept that the refrigerator was not left in a state of ordinary cleanliness, the cost of cleaning an appliance is not a reasonable out-of-pocket cost to repair or replace damaged property within the meaning of section 89 of the Act. This portion of the claim is dismissed.
24. The Landlord claimed the replacement cost of a basement fridge/freezer that he testified was present at the commencement of the tenancy and was missing upon the Former Tenant's departure. The tenancy agreement expressly lists "2nd Fridge In Basement" as a chattel belonging to the Landlord to remain on the premises for the Former Tenant's exclusive use. The agreement further provides that the Former Tenant agreed not to relocate any appliances, and that she would be responsible for all costs incurred in returning the premises to their original state. Real estate listing photographs from December 2021 show a fridge visible in the basement area.
25. The Former Tenant testified that no basement fridge was present when she moved in, and that the fridge she removed was one she had purchased herself from Costco. In her written submissions she stated she had assumed the absence of the fridge upon move-in was simply an oversight by the previous tenant. She did not raise this with the Landlord at any point during the nearly two-year tenancy. In early December 2023, when the Landlord first raised the missing fridge, the Former Tenant initially said she would look into it before later disputing that any such fridge had ever existed.
26. I find, on a balance of probabilities, that the basement fridge/freezer was present at the commencement of the tenancy and was removed by the Former Tenant or with her knowledge. The lease provision is unambiguous and was initialled by both parties. The pre-tenancy photographs are consistent with the Landlord's account. The Former Tenant's failure to raise the alleged absence of the fridge at the outset of the tenancy, and the shift in her position after the issue was raised by the Landlord, undermine her credibility on this point.
27. While the removal of a chattel is not damage in the traditional sense, I am satisfied that the wrongful removal of a landlord's chattel that was provided as part of the rental unit falls within the scope of section 89 of the Act, which authorizes the Board to order payment of

reasonable costs to repair or replace property that was damaged and cannot reasonably be repaired. The Landlord claimed \$587.60 (including HST) for the replacement fridge and \$113.00 for delivery. I am satisfied that the replacement cost of \$587.60 is reasonable and I grant that amount. The Landlord did not provide sufficient evidence to establish that the delivery charge of \$113.00 was a necessary and separate cost of replacement, and I do not grant it.

28. The Landlord's claim for \$1,306.88, described as half a month's lost rent for the period the unit was unrentable while repairs were completed, is not compensable under section 89 of the Act. Loss of rental income is an economic loss, not a reasonable out-of-pocket cost to repair or replace damaged property. This portion of the claim is dismissed.

29. In total, I find that the Landlord incurred or will incur reasonable out-of-pocket costs of \$1,337.60 as a result of damage wilfully or negligently caused by the Former Tenant or persons she permitted in the rental unit, comprised of handyman repairs (\$750.00) and replacement of the basement fridge/freezer (\$587.60).

30. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,613.75, which represents rent and compensation owing up to December 31, 2023.
2. The Former Tenant shall also pay to the Landlord \$527.12, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$1,337.60 which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenant owes the Landlord is \$4,664.47.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 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.