



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

File Number: LTB-L-049218-25

In the matter of: 342 Viewmount Street
Oshawa ON L1H7C3

Between: reza Hosseiny Landlord

And

Braydon McCarthy Former Tenant

reza Hosseiny (the 'Landlord') applied for an order requiring Braydon McCarthy (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.

reza Hosseiny (the 'Landlord') applied for an order requiring Braydon McCarthy (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 March 26, 2026.

The Landlord attended the hearing.

As of 10:41am, 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 did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
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 and 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 January 29, 2026 by mail.

4. The Former Tenant vacated the rental unit on May 30, 2025.
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

8. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord stated that she occupied the upper level of the rental unit, and the Former Tenant occupied the lower rental unit and the Former Tenant was obligated to pay 50% of the utility bills.
9. All of the utility bills submitted by the Landlord are in the Landlord's name.
10. The Landlord claims they incurred reasonable out-of-pocket expenses of \$536.18 as a result of the Former Tenant's failure to pay the utility costs.
11. In weighting the evidence presented to the Board, my decision must be based on the best evidence presented at the hearing. In this matter the most evidence provided and the best evidence before me was the uncontested testimony provided by the Landlord. The Former Tenant chose not to attend the hearing although the notice of hearing was properly served by the Landlord.
12. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Former Tenant owes the Landlord \$536.18 in unpaid utility bills.
13. Therefore, this portion of the Landlord's application is granted.

Compensation damage

12. The Landlord claims 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.
13. The Landlord claims they incurred reasonable costs of \$1,020.00 to repair the damage and or replace property that was damaged and cannot reasonably be repaired.
14. To be successful on a claim for damages the Landlords must prove on a balance of probabilities that the damage claimed is "undue". The Act does not define the term "undue"; however, it is generally understood to mean damage that goes beyond normal wear and tear or ordinary use of the unit. The Landlord must further demonstrate that the damage was caused wilfully or negligently by the Tenant, an occupant, or a guest. Where undue damage is proven, the Landlord must also provide sufficient evidence establishing the reasonable cost necessary to repair the damage.

15. The Landlord submitted photographs of the damage to the rental unit, however the Landlord led with insufficient evidence to prove the reasonable costs that the Landlord incurred or will incur as a result of the damage.
16. Normally on an application like this I would expect the Landlord to submit quotes or invoices for the work required or completed to repair the damage the Landlord claims.
17. In this case the Landlord has failed to do and therefore, this portion of the Landlord's application is dismissed.
16. There is no last month's rent deposit.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$536.18, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The total amount the Former Tenant owes the Landlord is \$536.18*. See Schedule 1 for the calculation of the amount owing.
3. If the Former Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Greg Brocanier
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.