Order under Section 89
Residential Tenancies Act, 2006

File Number: LTB-L-049463-25

In the matter of: PH04, 22 JOHN ST
YORK ON M9N0B1

Between: 22 John Street Developments Inc. — Landlord

And

Nicole Boxx
Carlon Boxx — Former Tenant

22 John Street Developments Inc. (the 'Landlord') applied for an order requiring Nicole Boxx and Carlon Boxx (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's legal representative, Sam Ursino and the Landlord agent Elisa MacMillan attended the hearing.

As of 10:24am, the Former Tenant was not 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 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. The Former Tenant vacated the rental unit on January 16, 2025.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

<u>Compensation damage</u>

14. 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.

15. The Landlord claims they incurred reasonable costs of $11,478.54 to repair the damage and / or replace property that was damaged and cannot reasonably be repaired.

16. The Landlord claims the Former Tenant caused undue damage as follows:

    - The Former Tenants left behind personal belongings and garbage requiring disposal;
    - The Former Tenants damaged the rental unit walls;
    - The Former Tenants caused damaged to the kitchen kick plate; and
    - The Former Tenants damaged the flooring throughout the rental unit requiring the Landlord to replace the flooring.

17. The Landlord submitted evidence to the Board to support the claims in the application (DOC-7602436).

18. The Landlord has an in-house company the Landlord uses to turn rental units and make repairs for incoming new tenants.

19. The position of the Landlord is the Former Tenant vacated the rental unit and left the rental unit with extensive damage requiring replacement of the floor and general repairs.

20. The Landlord's staff removed the debris and large personal items from the rental unit.

21. The Landlord submitted a copy of the invoice to support the claim for the reasonable costs the Landlord incurred.

<u>Analysis</u>

22. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has provide the Former Tenant willfully or negligently caused undue damage to the rental unit.

23. I find the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage.

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

13. 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 $11,478.54, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord $186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is $11,664.54*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 2, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	$11,478.54
Application Filing Fee	$186.00
Total amount owing to the Landlord	$11,664.54