



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

Citation: Jones v Hawke, 2026 ONLTB 32255

Date: 2026-04-24

File Number: LTB-L-026739-24

In the matter of: 65 ALLEGRA DR
WASAGA BEACH ON L9Z0H1

Between: Lynda Ruth Jones Landlord

And

Elizabeth Hawke Former Tenants
Marvyn Hawke

Lynda Ruth Jones (the 'Landlord') applied for an order requiring Elizabeth Hawke and Marvyn Hawke (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Lynda Ruth Jones (the 'Landlord') applied for an order requiring Elizabeth Hawke and Marvyn Hawke (the 'Former Tenants') 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.

Lynda Ruth Jones (the 'Landlord') applied for an order requiring Elizabeth Hawke and Marvyn Hawke (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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 20, 2026.

Only the Landlord and the Landlord's legal representative, Andrea Koenigs, attended the hearing.

As of 9:31 AM, the Former Tenants were 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. Therefore, the Former Tenants must pay \$11,682.94 to the Landlord by May 5, 2026.
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. 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.
4. These documents were served on December 12, 2025, by handing the documents to the Former Tenants.
5. The Former Tenants vacated the rental unit on March 2, 2024.
6. 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

7. The lawful rent was \$2,716.00. It was due on the 15th day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$89.29. This amount is calculated as follows: \$2,716.00 x 12, divided by 365 days.
9. The Former Tenants have not made any payments since the application was filed.
10. The tenancy ended on March 2, 2024, as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. The rent arrears and daily compensation owing to March 2, 2024 are \$10,687.06.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

13. The Landlord provided a copy of the lease agreement which stated that the Former Tenants were responsible for paying for gas, electricity, and water utilities.
14. The Landlord submitted two online payment receipts for water utilities issued by the municipality of Wasaga Beach. The Landlord testified that all utilities were in the Former Tenants' names; however, when the Former Tenants failed to pay the water utility charges, the outstanding amounts were transferred to the Landlord's property tax bill.

15. The payment receipts submitted by the Landlord do not identify the applicable billing periods. During the hearing, the Landlord located one water utility bill in the amount of \$269.58 and testified that the billing period was September 1, 2023, to September 30, 2023. Based on this testimony, I am satisfied that this charge relates to a period when the Former Tenants were in possession of the rental unit.
16. However, the Landlord was unable to recall or provide any information regarding the billing period for the second water utility charge in the amount of \$168.17. In the absence of evidence or testimony establishing that this charge relates to a period of the Former Tenants' tenancy, the Landlord has not met their onus to prove this amount on a balance of probabilities.
17. I am satisfied that the Landlord incurred reasonable out-of-pocket expenses of \$269.58 as a result of the Former Tenants failure to pay water utility costs.

Compensation for damage

18. For the following reasons, I find that the Landlord has proven some of the claim that the Former Tenants willfully or negligently damaged the rental unit. Therefore, the Former Tenants shall pay to the Landlord \$3,232.41 in compensation for willful or negligent damages to the rental unit.
19. The Landlord seeks reimbursement for total costs of \$4,702.41 associated with willful or negligent damage to the rental unit as follows:
 - a) \$200.00 – Replace broken door stop on basement door + repaint door jamb
 - b) \$400.00 – Touch-up scratches/gouges in hardwood floor
 - c) \$400.00 – Remove and replace broken light fixtures
 - d) \$693.76 – Purchase new light fixtures
 - e) \$275.00 – Repair scratches & dents on walls throughout
 - f) \$335.00 – Repaint stained shoe molding and baseboards throughout
 - g) \$425.00 – Touch-up wall paint in stained/heavily marked areas
 - h) \$100.00 – Repair curtain rod in front bedroom
 - i) \$220.00 – Pressure-wash garage floor
 - j) \$350.00 – Garbage removal and disposal
 - k) \$403.65 – Pressure-wash and re-seal wooden deck
 - l) \$900.00 – Deep cleaning: oven, fridge, bathroom & kitchen cabinets, baseboards, windows + removal of pet feces/urine
20. Section 89(1) of the Residential Tenancies Act, 2006 (the "Act") provides that a landlord may apply for an order requiring a tenant or former tenant to pay the reasonable costs of repairing or, where repair is not reasonable, replacing damaged property if the damage was wilfully or negligently caused while the tenant or former tenant was in possession of the rental unit
21. To succeed under section 89(1), a landlord must establish that:
 - damage occurred to the rental unit or residential complex;

- the damage was undue, meaning it was more than normal wear and tear and not insignificant; and
 - the damage resulted from wilful or negligent conduct.
22. Some of the Landlord's claimed costs do not fall within the scope of section 89(1), which applies only to the repair or replacement of damaged property. For example, garbage removal and deep cleaning, unless necessary to facilitate repairs, are more appropriately claimed under section 88.1 of the Act.
23. Section 88.1 permits a landlord to claim reasonable costs arising from a former tenant's substantial interference with the landlord's reasonable enjoyment of the residential complex or with another lawful right, privilege, or interest of the landlord.
24. The Landlord's legal representative did not seek to amend the application to correct this issue. As a result, I cannot consider these claims under section 89(1), as pleaded.
25. The Landlord submitted a detailed and itemized invoice for repairs (a) through (h) set out in paragraph 20, along with photographs showing the condition of the unit before the Former Tenants moved in and after they vacated. Based on the Landlord's uncontested evidence and testimony, I am satisfied that these repairs were required as a result of wilful or negligent damage caused by the Former Tenants, another occupant, or individuals permitted into the residential complex by the Former Tenants. I am also satisfied that the costs incurred were reasonable. Accordingly, the Former Tenants shall pay the Landlord \$2,828.76 for these repairs.
26. I am also satisfied that the Landlord incurred \$403.65 to pressure wash and reseal the wooden deck, and that this expense is properly claimed under section 89(1) of the Act. I accept the Landlord's uncontested testimony that the Former Tenants allowed their dog or dogs to urinate and defecate on the deck, which eroded the wood seal. Pressure washing was necessary to prepare the deck for resealing.
27. The remaining claims set out at items (i), (j), and (l) of paragraph 20 were brought under section 89(1) rather than section 88.1 of the Act. Garbage removal and deep cleaning, on their own, do not constitute wilful or negligent damage to the rental unit, although such costs may have been compensable if properly claimed as interference with the Landlord's lawful rights.
28. I am therefore not satisfied that the costs associated with garbage removal and deep cleaning are recoverable under section 89(1) of the Act. While I accept that the unit was left in a very unclean condition, these claims should have been advanced under section 88.1 of the Act.

Rent Deposit

29. The Landlord collected a rent deposit of \$2,650.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

30. Interest on the rent deposit, in the amount of \$42.11 is owing to the Former Tenant for the period from July 15, 2023, to March 2, 2024.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$10,687.06, which represents rent and compensation owing up to March 2, 2024.
2. The Former Tenants shall also pay to the Landlord \$269.58, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$3,232.41, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,692.11 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
6. The total amount the Former Tenants owe the Landlord is \$11,682.94*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenants do not pay the Landlord the full amount owing on or before May 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

April 24, 2026
Date Issued

Melissa Anjema
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:

Rent and Compensation Owing To March 2, 2024	\$10,687.06
Utility Costs	\$269.58
Damage Costs	\$3,232.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$42.11
Total amount owing to the Landlord	\$11,682.94