



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Harding v Robinson, 2026 ONLTB 31929

Date: 2026-04-28

File Number: LTB-L-107883-25

In the matter of: 224 BALMORAL AVE N
HAMILTON ON L8L7S2

Between: Myles Harding

Landlord

And

Sarah Robinson
Emma McKinnon

Tenant

Myles Harding (the 'Landlord') applied for an order requiring Sarah Robinson and Emma McKinnon (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Myles Harding (the 'Landlord') also applied for an order requiring Sarah Robinson and Emma McKinnon (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 14, 2026.

Only the Landlord's Legal Representative, Tylar Boyd, attended the hearing.

As of 9:42 AM, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenants will be ordered to pay to the Landlord the sums noted below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. The Tenants vacated the rental unit on January 1, 2026.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord received an order for the payment of rent owing in file LTB-L-107888-25 (a copy of the order was not presented as evidence). The Landlord testified that the Tenants vacated the rental unit on January 1, 2026, and that the order indicates that the last month rent deposit and interest owing was applied against the arrears owing to January 1, 2026. A copy of the decision was not presented as evidence.
6. The Landlord has not proven on a balance of probabilities the claim for compensation in the application. I was not satisfied that compensation had not already been accounted for in a previous LTB order. Therefore, the one-day compensation in the amount of \$88.81 is not granted.
7. The Tenants failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$1,093.38 as a result of the Tenants' failure to pay heat, electricity and/or water costs during their occupancy of the rental unit.
9. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenants caused a blockage of the residential sewage waste removal pipes due to having flushed feminine hygiene products into the toilets and pipes.
10. The Landlord has incurred reasonable costs of \$5,196.87 to repair the damage and replace property that was damaged and cannot be repaired.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1,093.38, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
2. The Tenants shall pay to the Landlord \$5,196.87, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord is \$6,476.25.
5. If the Tenants do not pay the Landlord the full amount owing on or before May 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 10, 2026, at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Jeanie Theoharis

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.