



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

File Number: LTB-L-042667-25

In the matter of: MAIN LEVEL, 351 LISA MARIE DR SOUTH
ORANGEVILLE ONTARIO L9W4M1

Between: Right Investments Holding Inc Landlord

And

Michael Pecego Former Tenant

Right Investments Holding Inc (the 'Landlord') applied for an order requiring Michael Pecego (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Right Investments Holding Inc (the 'Landlord') applied for an order requiring Michael Pecego (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 25, 2026.

Only the Landlord's agent, Harveer Kaur Sandhu ('HS'), attended the hearing.

As of 11:15 a.m., 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 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 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 January 19, 2026 by mail to the address where the Former Tenant resides. These documents were therefore deemed delivered on January 19, 2026.
5. The Former Tenant vacated the rental unit on July 17, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent Arrears and Daily Compensation

8. The lawful rent was \$2,050.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: $\$2,050.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on July 17, 2024 as a result of the Former Tenant moving out in accordance with an LTB order to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. In December 2023, rent of \$2,050.00 was charged and the Former Tenant paid \$1,450.00, leaving \$600.00 owing. The Tenant did not pay any rent after that time, and therefore accumulated an additional \$13,445.80 in rent arrears to July 17, 2024 $[(6 \text{ months} \times \$2,050.00) + (17 \text{ days} \times \$67.40)]$. The total rent arrears owing to the end of the tenancy are \$14,045.80.
13. The Landlord collected a rent deposit of \$2,000.00 on March 1, 2019, and owes \$144.53 in interest on the rent deposit up to July 17, 2024. The rent deposit and interest owing are deducted from the rent arrears owing by the Former Tenant.
14. The rent arrears and daily compensation owing to are \$11,901.27 $[\$14,045.80 - \$2,144.53]$.
15. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

15. 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.
16. HS said that the Former Tenant left a pile of wood, and other various items and garbage in the unit and on the property that the Landlord had to remove. HS could not explain how this caused undue damage to the rental unit or residential complex. Her evidence relative to the cost of "repair" had to do with removing the items, not repairing any damage. While a tenant is not permitted to leave items in the rental unit or residential complex after the tenancy ends, this amounts to a substantial interference with the Landlord's reasonable enjoyment or a lawful right, privilege, or interest of the Landlord, not undue damage.

17. The Landlord did not claim compensation relative to a substantial interference with reasonable enjoyment or a lawful right, privilege, or interest in the application, so the amount claimed to remove the items cannot be ordered.
18. HS presented a series of photographs depicting damage to the unit, all of which were taken by either HS or her husband in the days after the Former Tenant moved out of the unit. These photos included:
 - a) Damage to the drywall in the rental unit: DOC-7588732, DOC-7588734, DOC-7588741.
 - b) Damage to the flooring: DOC-7588735, DOC-7588748, DOC-7588751, DOC-7588765.
19. HS said, and I accept, that the flooring in the unit had to be removed and replaced. In addition to the visible damage to the flooring, she said there was an awful smell caused by pet urine and feces.
20. HS also said, and I accept, that the Tenant had changed the main door lock, and a new lock had to be installed.
21. I also accept HS's evidence that the entire main floor had to be painted because of the undue damage.
22. HS confirmed that none of this damage was present at the time the tenancy started.
23. I find that this damage was undue, because it was beyond normal or reasonable wear and tear. There were holes in the drywall, flooring that had been ripped up and damaged, and I accept HS's evidence about the bad odour. I also accept that this damage was caused by the willful or negligent conduct of the Former Tenant or someone living with or visiting him. This type of damage does not occur naturally over time.
24. HS presented an invoice from "DK Flooring Expert" for repair work in the unit after the tenancy ended. The invoice includes some items not claimed in the application, including replacing baseboards, shoe moulding, a toilet seat, floor vanity, and plumbing work. I cannot order compensation for these items because they were not claimed in the application.
25. The Landlord is entitled to recover the following amounts that were paid by the Landlord to repair the unit:
 - a) Replace flooring: \$4,163.81 + HST;
 - b) Paint main floor walls: \$2,189.00 + HST; and
 - c) Door lock/knob installation: \$215.94 + HST.
26. The total amount the Former Tenant owes to compensate the Landlord for reasonable costs incurred to repair undue damage to the unit caused by the willful or negligent conduct of the Former Tenant or someone living with or visiting him is \$7,422.69.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$11,901.27, which represents rent and compensation owing up to July 17, 2024.
2. The Former Tenant shall also pay to the Landlord \$7,422.69, which represents the reasonable costs the Landlord incurred as a result of the undue damage.
3. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$19,524.96*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

Mark Melchers
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 July 17, 2024	\$14,045.80
Damage Costs	\$7,422.69
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit and interest	- \$2,144.53
Total amount owing to the Landlord	\$19,524.96