



**Order under Section 21.2 of the Statutory Powers Procedure Act and
Sections 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-081500-24-RV

In the matter of: 8 PAULVALE CRES
NORTH YORK ON M3J 1K5

Between: Delroy Brady Landlord

And

Nadia Philbert Former Tenant

Review Order

Delroy Brady (the 'Landlord') applied for an order requiring Nadia Philbert (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Delroy Brady (the 'Landlord') applied for an order requiring Nadia Philbert (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.

Delroy Brady (the 'Landlord') applied for an order requiring Nadia Philbert (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 resolved by order LTB-L-081500-24 issued on December 23, 2025.

On March 13, 2026, the Board granted the Landlord's requested for review and directed that the application be reheard.

The application returned before me in videoconference 103 on April 28, 2026 to be reheard.

Only the Landlord attended the hearing.

As of 9:29 am, 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. The Landlord's uncontested testimony confirmed by documentary proof filed, proves the debts claimed 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 personally on October 10, 2025 and on March 23, 2026.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful monthly rent was \$2000.00. It was due on the 1st day of each month.
9. The Former Tenant has not made any payments since the application was filed leaving rent unpaid for the period August 1, 2023 to May 31, 2024 in the amount of \$20,000.00.
15. The Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of \$3,040.74 as a result of the Former Tenant's failure to pay utility costs.
16. 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 bathroom cupboard, the bedroom wall and the floor of the rental unit.
19. The Landlord incurred reasonable costs of \$1,000.00 to repair the damage which I find to be fair reasonable in light of the damage proven.
23. Interest on the rent deposit, in the amount of \$152.01 is owing to the Former Tenant for the period from March 6, 2023 to May 31, 2026
24. The Landlord incurred costs of \$186.00 for filing the application is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$20,000.00, which represents rent and compensation owing up to May 31, 2026.
2. The Former Tenant shall also pay to the Landlord \$3,040.74, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.

3. The Former Tenant shall also pay to the Landlord \$1,000.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$152.01 which is the amount of interest owing on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
6. The total amount the Former Tenant owes the Landlord is \$24,074.73. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Nersi Makki
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 May 31, 2026	\$20,000.00
Utility Costs	\$3,040.74
Damage Costs	\$1,000.00
Application Filing Fee	\$186.00
Less the amount of the interest on the last month's rent deposit	- \$152.01
Total amount owing to the Landlord	\$24,074.73