



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

File Number: LTB-L-057316-24

In the matter of: 4816, 11 Brunel Court
Toronto ON M5V3Y3

Between: Linda Giancola Landlord

And

Jenna Brown Former Tenant

Linda Giancola (the 'Landlord') applied for an order requiring Jenna Brown (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Linda Giancola (the 'Landlord') applied for an order requiring Jenna Brown (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.

Linda Giancola (the 'Landlord') applied for an order requiring Jenna Brown (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 February 23, 2026.

Only the Landlord attended the hearing.

As of 10:56 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.

Preliminary Issue – Sherry Robinson listed Incorrectly as Tenant

1. It was uncontested that Sherry Robinson, is not a Tenant but rather a Guarantor.
2. After considering the uncontested evidence before me, I find that Sherry Robinson is a guarantor and not a Tenant, and that she is to be removed as a party to this application. Therefore, throughout this order any reference to the "Former Tenant" is referring to Jenna Brown only.

Determinations:

3. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant is required to pay the Landlord \$6,852.93.
4. 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.
5. These documents were served on November 28, 2025, by regular mail to the Tenant's new address that the Landlord has on file.
6. The Former Tenant vacated the rental unit on April 4, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears

8. The lawful rent was \$1,550.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$50.96. This amount is calculated as follows: $\$1,550.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on April 4, 2024, as a result of the Former Tenant 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.
12. The rent arrears and daily compensation owing to April 4, 2024, are \$224.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Former Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$65.90 as a result of the Former Tenant's failure to pay heat, electricity and/or water costs.
17. The Landlord provided documentation evidence from Toronto Hydro for the period from February 23, 2024, to March 23, 2024. The total cost of the bill was \$65.90.
18. The Landlord provided an additional Toronto Hydro bill for the amount of \$121.79 for the period from March 23, 2024, to April 23, 2024. I am not satisfied it is appropriate to order this amount, as I cannot determine the exact usage or amount that the Tenant is responsible for as the billing period includes usage and charges for a period after the Tenant vacated.

Compensation for damage

19. 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. This damage included a damaged refrigerator, damaged stove, damaged dishwasher, damaged baseboards, mold on the cabinets caused by a leaking sink that the Tenant did not inform the Landlord about, and damaged walls.
20. The Landlord testified that the amount being sought is lower than the actual cost of repairing the damage and provided a handyman receipt to support that the Landlord paid additional amounts.
21. The Landlord provided evidence of the condition of the rental unit when the Tenant took possession. The Landlord submitted a signed inspection report signed by the parties that acknowledges the condition of the unit when the tenant took possession. This report does not including any of the damage/ issues noted on this application before the Board.

Refrigerator

22. The Landlord testified and provided photographs that the refrigerator was covered in decals. When the Landlord attempted to remove them, they peeled the coating off the fridge due to the decals' strong adhesive, there was mold visible on the rubber seal around the refrigerator, the handles and within it, and a shelf was also cracked.

Stove

23. The Landlord testified and provided photograph evidence that the stove showed signs of chipping in multiple areas, exposing the black surface underneath, and decals had been applied to the stove. The heat elements were obstructed by food waste, which set off the smoke alarm, mold was evident on the stove's legs, and the elements on the stove did not work.

Dishwasher

24. The Landlord testified and provided photograph evidence that the dishwasher had excessive clogging of food particles and unknown debris which rendered the dishwasher inoperable. The Landlord further investigated the issues, and when the agitator was disassembled, it unveiled more food remnants obstructing the motor's functionality, and cigarettes butts. In addition, mold growth was also observed in the corners.

Baseboards

25. The Landlord testified and provided photograph evidence that the baseboards have swelled, cracked, and detached from the floor due to possible water damage, leading to the formation of more mold caused by the significant water. The Former Tenant failed to attend to the water seeping along the edges of the condo's baseboards and flooring. In addition, the Landlord testified that the Former Tenant had plants along the windows, and

when the Former Tenant would water her plants and they water would escape onto the floor, which caused water damage, mold, and the flooring lifting.

Sink Cabinet

26. The Landlord testified and provided photograph evidence that the Former Tenant failed to advise about a water leak which led to water damage to the sink cabinet and mold.

Walls and baseboards

27. The Landlord testified and provided photograph evidence that the walls were deeply scuffed revealing drywall, and the unit was left in an unliveable condition. The Landlord further testified that there was mold along the baseboards, paint was peeling off the walls, there were stickers on the walls which resulted in further paint coming off when the Landlord attempted to remove them.

Analysis

28. The Landlord provided uncontested evidence and testimony about the condition of the rental unit when the Tenant moved in, and when the Tenant vacated. The Landlord provided documentation evidence to support these costs occurred.
29. Based on the evidence before me, it appears that the actual cost to the Landlord to repair the rental unit was higher than what the Landlord seeks in this application. However, the Landlord did not serve the Tenant with an amended application and as such, the Landlord's claim for compensation regarding the damage to the rental unit is limited to \$7,997.76.
30. I am satisfied on a balance of probabilities that the Former Tenant, a guest or a roommate wilfully or negligently caused undue damage to the rental unit. I find that the Landlord incurred reasonable costs of \$7,997.76 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Rent Deposit

23. The Landlord collected a rent deposit of \$1,550.00 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.
24. Interest on the rent deposit, in the amount of \$70.73 is owing to the Former Tenant for the period from December 1, 2021 to April 4, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$224.00, which represents rent and compensation owing up to April 4, 2024.

2. The Former Tenant shall also pay to the Landlord \$59.90, 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 \$7,997.76, 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 \$1,620.73 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 Tenant.
6. The total amount the Former Tenant owes the Landlord is \$6,852.93*. 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 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Samantha Greaves
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 April 4, 2024	\$224.00
Utility Costs	\$65.90
Damage Costs	\$7,997.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,550.00
Less the amount of the interest on the last month's rent deposit	- \$70.73
Total amount owing to the Landlord	\$6,852.93