



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085041-25

In the matter of: 1, 13 COLLEGIATE DR
CHATHAM ON N7L4P9

Between: James Martin Landlord
Grace Martin
Paul (Aka Mark) Martin

And

Rikki Ashton Tenant
Raymond Butler

James Martin, Grace Martin and Paul (Aka Mark) Martin (the 'Landlord') applied for an order to terminate the tenancy and evict Rikki Ashton and Raymond Butler (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 15, 2026.

Only the Landlords and the Landlord's representative, Audery Skinner, attended the hearing.

As of 9:35 a.m., the Tenant was 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:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,200.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to are \$4,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

L2 Application – Persistent Late Payment of Rent and N5 for Damages

9. The Landlord served the Tenant with an N5 Notice of Termination alleging both substantial interference with the Landlord's or another tenant's reasonable enjoyment of the residential complex and/or lawful rights privilege or interests, and also wilful or negligent damage of the rental unit and the Landlord served the Tenant with N8 Notice of Termination. The Landlord also requested the out-of-pocket expenses that the Landlord had to pay in order to repair the damages caused by the Tenant.
10. At the hearing, the Landlord testified that the Tenant vacated the rental unit on October 31, 2025, as such, the request for termination is moot. The Landlord is only seeking compensation for the out-of-pocket expenses that the Landlord had to pay in order to repair the damages caused by the Tenant.

Compensation for Substantial Interference

11. The Landlord claims compensation for substantial interference pursuant to section 88.1(1) of Act on the basis that the Tenant damaged the toilet and the Landlord incurred costs as a result of the repairs in the amount of \$321.99.
12. Section 88.1(4) of the Act provides:

(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference described in clause (1) (a) and do not include costs that **the landlord may recover in an application under section 88.2 or 89.** [Emphasis added]
13. Damage claim is not, in my view, an "out-of-pocket expense" and is not, as a result, recoverable from the Tenant under section 88.1.
14. Accordingly, I do not find that the Landlord proved that they incurred or will incur a reasonable out-of-pocket expense as contemplated by section 88.1(4).

15. The Landlord's representative requested that I amend the application to select reason 4, however I declined for the following reasons.
16. Under Rule 16. The relevant parts of Rule 16 read as follows:
 - a.1 An applicant who wishes to amend the application before the hearing shall:
 - a. file the written request for the amendment and an amended application;
 - b. give a copy of the documents to all other parties;
 - c. file a certificate of service for the request and the amended application.
17. 16.2 When an applicant files or makes a request to amend an application, the decision about whether or not to grant the requested amendment will be made by an LTB Member.
18. The LTB shall decide whether to permit an amendment taking into consideration the following factors:
 - a. whether the amendment was requested as soon as the need for it was known, if that was important in the circumstances.
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
19. Rule 16.2 specifically requires that a Board Member consider and then grant or deny any requested amendments
20. In practice, where a requested amendment is necessary and relevant, and the respondent receives ample notice, the Board grants amendments at the beginning of a hearing without explicit comment or inviting further submissions.
21. So where a party wishes to challenge a request to amend it should be done at the very beginning of the hearing. In this case, the Landlord was present at the hearing, but the Tenant was not in attendance to make submissions or to consent to amending the application filed.
22. As a result of all the above, I denied amending the application, the Tenant was not advised and given notice in advance of the hearing and was not present to make submissions and/or consent.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,386.00. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Vinuri Sivalingam
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$4,400.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Total amount owing to the Landlord	\$2,386.00