



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

File Number: LTB-L-026529-25

In the matter of: 18 WALDEN POND DR
AMHERSTVIEW ON K7N0E6

Between: Rushalini Victor Camilus Landlord

And

Candace Perez Former Tenant

Rushalini Victor Camilus (the 'Landlord') applied for an order requiring Candace Perez (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.

Rushalini Victor Camilus (the 'Landlord') applied for an order requiring Candace Perez (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.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 23, 2026.

Only the Landlord attended the hearing.

As of 12:12 p.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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord is entitled to \$1,042.30 total, which represents the unpaid utilities and the filing fee.

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. These documents were served on January 2, 2026, by email which is an accepted method of service pursuant to the lease agreement, and there was an email confirmation uploaded as evidence to support that the Tenant opened the email on January 2, 2026, at 9:08 a.m.
4. The Former Tenant vacated the rental unit on June 20, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Unpaid utility costs

8. The Former Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement which was uploaded and submitted as documentation evidence, therefore, I am satisfied the Former Tenant is responsible for the utilities.
9. The Landlord provided documentation evidence of the outstanding heat, electricity and water costs and testified these out-of-pocket expenses have been incurred due to the Tenant's failure to pay.
10. Therefore, I am satisfied that the Landlord incurred reasonable out-of-pocket expenses of \$856.30 as a result of the Former Tenant's failure to pay heat, electricity and water costs. The balance is broken down as follows;
 - a) Water bill dated April 15, 2024, for the period from February 16, 2024 – April 15, 2024, totalling \$402.64;
 - b) Enbridge bill dated May 31, 2024, for the period from April 27, 2024 – May 29, 2024, totalling \$362.36; and
 - c) Hydro One bill dated June 4, 2024, for the period from May 8, 2024 – May 24, 2024, totalling \$91.30.

Compensation for damage

12. 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. The Landlord claimed the following costs:
 - b) Cleaning After Tenant vacated \$487.00
 - c) Repainting Walls \$9,750.00
 - d) Repairing Damaged windowsill \$225.00

- e) Unpaid Leave \$480.00
- f) Duct Cleaning \$373.48
- g) Carpet Cleaning \$275.00
- h) Cleaning Supplies \$198.43
- i) Mailbox Key Replacement \$33.90
- j) Toilet Paper Holders Repair \$103.40
- k) Smoke Alarm Repair \$135.54
- l) Realtor Fee for Finding a Tenant \$3,503.00

Totalling \$16,416.92.

13. The Landlord testified that she purchased the rental property brand new in August 2023, and the Tenant was her first tenant to take possession of the rental unit. The tenancy began on November 1, 2023, and the Tenant lived in the unit for 8 months.
14. The Landlord testified that on June 20, 2024, she entered the rental unit after the Tenant had vacated and found the following damage: cigarette smoke damage to the walls, holes in the walls, cracked vents, fire alarms were removed, toilet paper holders damaged, damaged trim, scratched appliances, duct tape on the wall, the furnace filter was covered in residue, substance on the cabinets, hair dye all over one of the rooms, and damaged cupboards.
15. The Landlord provided photograph evidence of a burner on the stove top, residue on a filter, a dirty air filter for the furnace, scratches inside the cupboards, dirt markings on a wall, a scratched windowsill, broken toilet paper holders in 2 bathrooms, small holes/dents in the wall, a fire alarm hanging from the ceiling, a water mark underneath the sink, water damage on a corner portion of the baseboard in the bathroom, dirt mark on the front entrance door, a broken vent cover, and scuffs on the wall.
16. The Landlord further testified that the builder of the home refused to give any further warranty on the home due to the condition it was left in by the Tenant. The Landlord testified that she tried to clean up the rental unit, but could not rectify the issues so they obtained a quote from RRTS Renovations Inc. on June 25, 2024. This quote was broken down as follows;

- a) Assorted walls repainting \$9,750.00

- b) Damaged windowsills \$225.00
- c) Smoke alarm repair \$135.54
- d) Carpets to be cleaned \$275.00
- e) Ducts to be cleaned \$373.48

17. In addition, the Landlord testified that the work set out in the quote has not been completed to date and she has not incurred the repair costs and re-rented the rental unit 3 months after the Tenant vacated.

18. The Landlord makes their claim for compensation for damage under section 89(1) of the *Residential Tenancies Act, 2006* ('the Act'), which states;

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force.

19. I am not satisfied that the amounts claimed for "unpaid leave" and the realtor fee the Landlord incurred to find a new tenant are properly the subject of this application because they are not a claim for the cost to repair or replace damaged property under s. 89 of the Act.

20. I find that the Landlord did not prove that 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.

21. After hearing the evidence and testimony of the Landlord, I am not satisfied that the Landlord will incur \$12,157.69, to repair the rental unit as the Landlord testified that the quote was never paid to the contractor to rectify any of the alleged issues, and she was

able to re-rent the rental unit within 3 months of the Tenant vacating. The Landlord's evidence was that they have not incurred the costs yet, and I am not satisfied that the Landlord will because the unit has been re-rented out and the Landlord has shown no inclination to do the work, particularly given the amount of time that has passed since the Tenant vacated. In addition, the Landlord failed to provide any testimony in relation to any costs that was incurred to re-rent out the rental unit, or what the Landlord did to rectify the alleged damages to the rental unit.

Charges related to NSF cheques

16. The Landlord claimed bank charges of \$30.00 for a cheque tendered by or on behalf of the Tenant for May 2024 rent payment, which was returned NSF, the Landlord testified that the cost was actually \$40.00, not \$30.00 as per the application.
17. The bank charges were not substantiated with any supporting documentation; therefore, I am not satisfied that it is appropriate to order the NSF bank charges as the Landlord was unable to produce documentation to support this charge.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$856.30, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,042.30*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

May 8, 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:

Utility Costs	\$856.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,042.30