



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Di Gregorio v Bassily, 2026 ONLTB 35921

Date: 2026-05-07

File Number: LTB-L-052637-25

In the matter of: 204, 1015 Terra Verde Way
Kingston ON K7P0T8

Between: Sandra Di Gregorio Landlord

And

Bishoy Bassily Former Tenant

Sandra Di Gregorio (the 'Landlord') applied for an order requiring Bishoy Bassily (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.

Sandra Di Gregorio (the 'Landlord') applied for an order requiring Bishoy Bassily (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 April 27, 2026.

Only the Landlord, the Landlord's Legal Representative, Dara Saunders, and the Landlord's Witness, Danny Milne, attended the hearing.

As of 10:42 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. Therefore, the Former Tenant shall pay the Landlord \$5,039.87 on or before May 18, 2026.

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 and s191(2) of the Act.
3. These documents were served on January 1, 2026 (Notice of Hearing and the L10 application) by sending the documents by email to the Former Tenant.
4. The Former Tenant vacated the rental unit on July 10, 2024
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. On June 6, 2025, the Landlord filed an L10 application to recover out-of-pocket expenses for unpaid utilities and damages that were discovered after the Former Tenant vacated. That application was filed under section 88.2 and 89 of the Act, which provide, in part:

Application for compensation for failure to pay utility costs

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; 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 section 20 of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(2) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

Application for compensation for damage

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.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The lawful rent was \$2,445.00. It was due on the 1st day of each month.
7. The Former Tenant had not made any payments since the application was filed.
8. The tenancy ended on 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 July 10, 2024
9. The Landlord is seeking:
 - (a) \$1,576.87 for out-of-pocket expenses for unpaid utilities that the Former Tenant was required to pay under the terms of the tenancy agreement.
 - (b) \$3,277.00 for reasonable costs the Landlord has incurred to repair or replace the property damaged by the Former Tenant, willfully or negligently by causing damage to walls throughout the rental unit requiring drywall and painting repairs, further damages to multiple doors and cabinets, and door jams that required repairs and replacement and removal of refuse and professional cleaning services over and beyond ordinary cleanliness due to the Former Tenant's willful or negligent actions.
10. The Landlord is also claiming the \$186.00 filing fee for this application.
11. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenant under section 88.2, and section 89 of the Act. The Landlord submitted uncontested evidence and uncontested testimony via the Landlord's Legal Representative of the reasonable out of pocket expenses in relation to unpaid utilities in the amount of \$1,576.87 and the tenancy agreement that the Former Tenant was required to pay the unpaid utilities under the terms of the tenancy agreement.
12. The Landlord's Legal Representative further submitted documentary evidence, and uncontested testimony of the Landlord regarding reasonable costs of \$3,277.00 to repair the damage and replace property that was damaged, as aforementioned, inclusive of professional cleaning services.
13. On a balance or probabilities from the evidence provided the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential unit willfully or negligently caused undue damage to the rental unit as claimed by the Landlord.
14. The Former Tenant on a balance of probabilities from the evidence provided also caused the Landlord reasonable out of pocket expenses in relation to unpaid utilities.
15. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,576.87, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$3,277.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$5,039.87*. 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 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026, at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Panagiotis P. Roupas
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	\$1,576.87
Damage Costs	\$3,277.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,039.87