



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

File Number: LTB-L-097437-24

In the matter of: 293 DUNFOREST AVE
NORTH YORK ON M2N4K1

Between: Yang Li Landlord

And

Crispin Darwin Vinarao Former Tenant
Clairine Pascua

Yang Li (the 'Landlord') applied for an order requiring Crispin Darwin Vinarao and Clairine Pascua (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Yang Li (the 'Landlord') applied for an order requiring Crispin Darwin Vinarao and Clairine Pascua (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.

This application was heard by videoconference on September 29, 2025.

Only the Landlord's legal representative, Helen Henglan Shi attended the hearing.

As of 9:43 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. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant owes the Landlord \$8,044.68.
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 on June 3, 2025 by serving the documents to the Former Tenant in person. The Landlord's sister was the property manager for rental unit and kept in communication with the Former Tenant's after they vacated. The Former Tenants informed the property manager of their new address.
5. The Former Tenant vacated the rental unit on August 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The Landlord was the owner of the rental unit at the time the application was filed with the Board.
8. The tenancy began on September 1, 2021 for a fixed term of one year. The tenancy was a month-to-month tenancy when the Former Tenant vacated the rental unit.
9. The rental unit is a five-bedroom house.

Rent and daily compensation owing

8. The lawful rent was \$4,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
10. The Former Tenant paid \$1,000.00 in January 2025 to the Landlord since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated 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 August 31, 2024.
12. The rent arrears and daily compensation owing to August 31, 2024 are \$7,000.00.
13. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears of rent in the amount of \$7,000.00 from July 1, 2024 to August 31, 2024.
14. This portion of the Landlord's application is granted.

Compensation unpaid utility costs

15. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord claims the Former Tenant failed to pay the water bill.

16. The Landlord claims they incurred reasonable out-of-pocket expenses of \$858.68 as a result of the Former Tenant's failure to pay the utility costs.
17. The Landlord submitted evidence consisting of the unpaid water bill from the City of Toronto in the amount claimed in the application.
18. The position of the Landlord is they paid the bill by credit card.
19. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for the claim the Former Tenant has failed to pay the utility costs they were obligated to pay.
20. I also find the Landlord had met the burden to prove the Landlord incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay the water bill costs.
21. Therefore, this portion of the Landlord's application is granted.
19. There is no last month's rent deposit.
20. The Landlord incurred costs of \$186.00 for filing the application and entitled to reimbursement of those costs.
21. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,000.00, which represents rent and compensation owing up to August 31, 2024.
2. The Former Tenant shall pay to the Landlord \$858.68, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
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 \$8,044.68*. 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 25, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Greg Brocanier
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 August 31, 2024	\$8,000.00
Utility Costs	\$858.68
Application Filing Fee	\$186.00
Less the amount the Former Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total amount owing to the Landlord	\$8,044.68