



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

File Number: LTB-L-042257-25

In the matter of: 1239 NIAGARA ST
WINDSOR ON N9A3V7

Between: Leka Demiraj Landlord

And

Krystal Prieur Former Tenant

Leka Demiraj (the 'Landlord') applied for an order requiring Krystal Prieur (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Leka Demiraj (the 'Landlord') applied for an order requiring Krystal Prieur (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.

Leka Demiraj (the 'Landlord') applied for an order requiring Krystal Prieur (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 January 7, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Erin Daniels. The Tenant declined to speak with Tenant Duty Counsel.

Also in attendance was the Landlord's witness, Danele Gamble.

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 \$10,166.18 on or before May 25, 2026 or interest will accrue at 4.00% per year.

Service of the L10 and notice of hearing

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 the Former Tenant on December 8, 2025 by handing it to her personally.

Termination of the Tenancy

4. It is uncontested that the Former Tenant vacated the rental unit on July 15, 2024 and told the Landlord she was moving out on the day she vacated.
5. This application was filed on May 28, 2025 and within one year after the Former Tenant ceased to be in possession of the rental unit.
6. By way of background, the rental unit was a house rented by the Tenant; the tenancy was a monthly tenancy in which rent was due on the first of the month in the amount of \$1,000.00.

Rent and daily compensation owing

8. It is also uncontested that the Former Tenant was in arrears of rent for the period January 2023 to July 2024 – as claimed by the Landlord.
9. The Former Tenant testified that the co-tenant, who is the Landlord's nephew and her Former partner, did not pay the Landlord with money she gave to him for rent. This is what brought the tenancy into rent arrears.
10. The Former Tenant also confirms the payment record of the Landlord is accurate and that each tenant was responsible for half the rent but that was an arrangement between themselves.
11. Based on the rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
12. The Former Tenant has not made any payments since the application was filed.
13. 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 September 2024 however the Landlord only seeks arrears until July 15, 2024 – the date the Former Tenant vacated.
14. As such, I find the rent arrears and daily compensation owing to are \$6,643.20.

Compensation for unpaid utility costs

13. It is also uncontested that under the tenancy agreement, the Former Tenant was responsible to pay the utilities.

14. The Landlord's claim of \$1,212.42 appears to be water utility arrears that have not been paid by the Former Tenant prior to vacating the rental unit. The Landlord submits this has resulted in a lien being placed on the property and seeks reimbursement of this amount in full.
15. The Former Tenant submits that this was another responsibility under the lease agreement that was shared between the Tenants and that her ex-partner left her with this debt as well.
16. Therefore, I find the Landlord has established that they have incurred reasonable out-of-pocket expenses of \$1,212.42 as a result of the Former Tenant's failure to pay **the** water utility costs and this amount shall be awarded in full.

Compensation for damage

17. As part of the Landlord's section 89 damage claim, the Landlord presented photos taken by the Former Tenant of the damages to the rental unit which are supportive of their damage claim in the application and include the following:

18. The Former Tenant acknowledges some of the damage to the walls and doors but as she left four days before the other tenant, she had no idea what else was done behind her back. The problem with the Former Tenant's position is that if that was the case, she could not have captured the damages in the photos she took (which the Landlord relied upon in this application) before she vacated the property.
19. While the Tenant asserts the damage was caused by her ex-partner, this was a joint tenancy meaning both tenants were joint and severally liable for whatever happened during the tenancy or while their interest remained part of the tenancy.
20. Therefore, I am satisfied 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. While the Landlord claims damages totalling \$2,454.99, I find the receipts presented by the Landlord in support of the repairs related to the damage claim total \$2,124.86 and therefore this amount shall be awarded to the Landlord in full.

Rent Deposit

21. It is uncontested that the Landlord is not holding a last month's rent deposit for this tenancy.

Relief from Repayment

22. The Tenant submits she is on disability and off work and is caring for two babies in the NICU while coping with a diagnosis of PTSD.
23. When asked about whether she would need time to repay the amount owed, the Former Tenant was unresponsive and did not articulate a request for an extension.
24. Therefore, without any submissions for a delay in repayment, the standard order shall issue.
25. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,643.20, which represents rent and compensation owing up to July 15, 2024 - the date she vacated the rental unit.
2. The Former Tenant shall also pay to the Landlord \$1,212.42, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid water utility costs.
3. The Former Tenant shall also pay to the Landlord \$2,124.56, which represents the reasonable costs the Landlord incurred as a result of the damage and to restore it back to its original condition.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenant owes the Landlord is \$10,166.18.
6. 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

Sonia Anwar-Ali
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.