



AMENDED ORDER
Order under Section 87 / 88.2
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-043174-25-AM

In the matter of: 31 Kelsey Madison Court
Huntsville Ontario P1H0E2

Between: Violet Zama Landlord
Gelu Zama

And

Tysen Taylor Former Tenant
Abigail Fawcett

In response to a request from the Landlord this order is clerically amend. The amendment has been bolded for greater clarity

Violet Zama and Gelu Zama (the 'Landlord') applied for an order requiring Tysen Taylor and Abigail Fawcett (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Violet Zama and Gelu Zama (the 'Landlord') applied for an order requiring Tysen Taylor and Abigail Fawcett (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 March 30, 2026.

The Landlord and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant must pay to the Landlord **\$3323.11**.

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 December 12, 2025, by mail. I am satisfied that this email came to the Tenant's attention.
5. The Former Tenant vacated the rental unit on December 15, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$3,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments 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 January 31, 2025.
12. The Landlord testified that the Tenant called them on November 5, 2024, and explained that they had found a house they were considering purchasing. On November 9, 2024, the Tenant called again and said they would be purchasing the home with a closing date of November 24, 2024, and would vacate November 30, 2024. They testified that the Tenant's still had belongings in the rental unit until December 8, 2024.
13. The Landlord testified that they struggled to secure new renters and held 3 open houses between December and November 2024 but could not secure a new Tenant until January 2025 who moved into the rental unit February 1, 2025.
14. The Tenant Abigail Fawcett testified that she phoned the Landlord on November 4, 2024, and indicated she wished to provide written notice in the hope the Landlord could re-rent the unit for December 1, 2024. However, the Landlord indicated that he wanted the Tenant's to wait to provide notice until their purchase of a home had closed. She testified that on November 9, 2024, conditions were waived and the Tenant's provided written notice.
15. She also asserted that the Landlord did not provide any actual evidence that they tried to mitigate.
16. Section 88(1) of the Act states:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

17. In this case the earliest termination date that could have been specified in the Tenant's notice of Termination was January 31, 2025.

18. While the Tenant asserts that the Landlord has not provided evince of mitigation, I note that testimony is evidence, and I am prepared to accept the Landlord's testimony as I have no concerns with its reliability or credibility. Therefore, I am satisfied that the Landlord attempted to mitigate by holding 3 open houses and am therefore satisfied that the Landlord has attempted to mitigate any losses and were not able to re-rent the unit until February 1, 2025.

19. Therefore, the rent arrears and daily compensation owing to January 31, 2025 are **\$6,000.00.**

20. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Former Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.

16. The Landlord testified that the Tenant failed to pay a total of \$525.54 pay heat, electricity and water costs. The Landlord relied on utility bills for December 2024 and January 2025. They testified that the utility bills were provided to the Tenant, but they remained unpaid.

17. The Landlord sought \$277.84 for unpaid heat costs and relied on Enbridge bills over 3 billing periods. They sought \$80.24 from December 1 to December 17, 2024, they also sought \$149.74 from December 18 2024 to January 20, 2025 and \$47.86 from January 21 to January 31 2025.

18. The Landlord also sought 129.96 for unpaid electricity costs broken down over 3 billing periods. They sought \$37.47 from November 29 to December 17, 2024, \$67.50 between December 17, 2024, and January 20, 2025 and \$22.99 from January 20 to January 31, 2025.
19. The Landlord also sought \$118.74 for unpaid water charges over two billing periods. The Landlord sought \$2.07 from November 30 to December 1, 2024, and \$117.67 from December 1 2024 to January 31, 2025.
20. The Landlord testified that these bills were sent to the Tenant's but were not paid.
21. Section 88.2 states

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. 2020, c. 16, Sched. 4, s. 20.

22. I note that the Tenant's ceased to be in possession of the rental unit on December 15, 2024. Therefore, their obligation to pay the utilities ended on that date. I have therefore prorated the utility costs as follows:

- The Landlord is entitled to claim \$70.80 representing unpaid heat charges up to December 15, 2024.
- The Landlord is entitled to claim \$33.52 representing unpaid electricity charges up to December 15, 2024.
- The Landlord is entitled to claim \$30.53 representing unpaid water charges up to December 15, 2024.

23. I am prepared to accept the Landlord's testimony that the bills were forwarded to the Tenant's and were not paid, and that the Landlord's subsequently covered the costs themselves. Therefore, I am satisfied that the Landlord incurred reasonable out-of-pocket expenses of \$134.85 as a result of the Former Tenant's failure to pay heat, electricity and water costs.

Rent Deposit

19. The Landlord collected a rent deposit of \$3,000.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

20. Interest on the rent deposit, in the amount of \$12.74 is owing to the Former Tenant for the period from December 1, 2024 to January 31, 2025

It is ordered that:

1. The Former Tenant shall pay to the Landlord **\$6,000.00**, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$134.85, 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 \$201.00 for the cost of filing the application.
4. The Landlord owes \$3,012.74 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is **\$3323.11***. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Former 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 5, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

June 2, 2026
Date Amended

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 January 31, 2025	\$6,000.00
Utility Costs	\$134.85
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$12.74
Total amount owing to the Landlord	\$3323.11