



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

Citation: Pereira v Stringer, 2026 ONLTB 44551

Date: 2026-06-11

File Number: LTB-L-051627-25

In the matter of: 20, 1 PARADISE BLVD
BRECHIN ON L0K1B0

Between: Euzebio Pereira

Landlord

And

Andrea Stringer
Tyler Stringer

Former Tenants

Euzebio Pereira (the 'Landlord') applied for an order requiring Andrea Stringer and Tyler Stringer (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Euzebio Pereira (the 'Landlord') applied for an order requiring Andrea Stringer and Tyler Stringer (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Euzebio Pereira (the 'Landlord') applied for an order requiring Andrea Stringer and Tyler Stringer (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Former Tenants and the Tenants' Witness Susan Stringer attended the hearing. The Tenants spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlord \$7,477.85 on or before June 22, 2026.

2. I am satisfied that the Landlord served the Former Tenants 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 March 10, 2026 (Notice of Hearing) (L10 application) by sending the documents by email to the Former Tenants.
4. The Former Tenants vacated the rental unit on April 7, 2025.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit. On June 23, 2025, the Landlord filed an L10 application to recover compensation rent and compensation owing, for out-of-pocket expenses for unpaid utilities and damages that were discovered after the Former Tenant vacated. That application was filed under section 87, 88.2 and 89 of the Act, which provide, in part:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under 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 subsection 18 (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.

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 \$940.00. It was due on the 1st day of each month.
7. The Former Tenants had not made any payments since the application was filed, however it was determined during testimony that compensation and daily compensation was ordered in another Board File (LTB-L-075254-24) for the rental unit from November 1, 2024, to the date the Former Tenants vacated the rental unit on April 7, 2025.
8. The Landlord was explained res judicata and that he could enforce the Board Order dated March 11, 2025. The Landlord further sought an amendment to his application to seek only compensation for the rent arrears owing from August 1, 2024 to October 31, 2024, and that amendment was granted, as it did not prejudice the Former Tenants, as they did not contend that rent was in fact paid for this period of time.
9. The tenancy ended on as a result of the Former Tenants 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 April 7, 2025.
10. The rent arrears and compensation owing from August 1, 2024, to October 31, 2024, is \$2,820.00.
11. The Landlord is seeking:
 - (a) \$2,820.00 for arrears of rent from August 1, 2024, to October 31, 2024.
 - (b) \$2,151.33 for out-of-pocket expenses for unpaid utilities that the Former Tenants were required to pay under the terms of the tenancy agreement.

(c) \$3,920.52 for reasonable costs the Landlord has incurred to repair or replace the property damaged by the Former Tenants, willfully or negligently by causing damage from smoking marijuana in the rental unit which required replacement of drywall, extensive cleaning of other walls, priming the walls twice and painting, as well as removing soiled carpet and laminate flooring, which was required to be completed by the Landlord due to the undue damage caused by the Former Tenants so that the Landlord could restore the rental unit original condition. The Landlord sought an amendment from his claim in his application from \$10,000.00 and the quote provided as evidence to substantiate the same, as the Landlord decided to do the repairs himself and was only seeking costs of materials. The amendment was granted as there was no prejudice to the Former Tenants in the Landlord seeking less reasonable costs for damages incurred.

12. The Landlord is also claiming he \$186.00 filing fee for this application.
13. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenants under section 88.2, 87 and/or section 89 of the Act. The Landlord submitted documentary evidence and provided oral testimony of the reasonable out of pocket expenses in relation to unpaid utilities in the amount of \$2,151.33 and the tenancy agreement that the Former Tenants were required to pay the unpaid utilities under the terms of the tenancy agreement. The Tenants disputed this amount and alleged they have paid \$1,600.00 after this application was filed, which the Landlord acknowledged hence the outstanding compensation for utilities sought by the Landlord after the payment by the Former Tenants is \$551.33
14. The Landlord further submitted evidence and oral testimony of reasonable costs of \$3,920.52 to repair the damage and replace property that was damaged, as aforementioned.
15. The Landlord further submitted evidence and provided oral testimony of total rent owing of \$2,820.00 for the aforementioned period.
16. There is no last month's rent deposit.
17. The Former Tenants testified that they resided in the rental unit for 9 years and no damage was done willfully, and the damage alleged was regular wear and tear and further testified that they were permitted to smoke cannabis in the rental unit by the Landlord, which the Landlord denied during the proceeding. The Tenant, Andrea Stringer also testified that she believed the utility bill was slightly elevated and alleges the Former Tenants did not receive all the utility bills, the evidence submitted by the Landlord contradicts this statement.
18. On a balance or probabilities from the evidence provided the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential unit willfully or negligently caused undue damage to the rental unit as claimed by the Landlord.
19. The Landlord is entitled to claim compensation from the Former Tenants under section 89 of Act, and I prefer the Landlord's testimony and evidence to the Former Tenants

testimony that the rental unit required painting and other incurred expense due to the damage caused by persistent cannabis smoking in the rental unit, rather than being just wear and tear. From the documentary evidence submitted this was not just normal wear and tear and the cost of doing business in the rental market, but undue damage.

20. The Landlord did prove the reasonable costs that the Landlord incurred or will incur as a result of the damage claimed from the receipts submitted.
21. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
22. The order contains all of the reasons for the decision within it. No further reasons shall be issued
23. The Tenants sought set off of \$752.00 for any monies owing to the Landlord that may be ordered, as a result of an abatement of rent received in a T2 T6 Order dated March 2, 2026, for Board File LTB-T-076941-24. The parties were advised that the Landlord was ordered to pay that abatement of rent on or before March 13, 2026, or interest would accrue as per the Order, and as of the date of this proceeding the Landlord had not paid the same but acknowledged he would make said payment. If the Landlord has not paid the same as of the date of this Order. The Former Tenants make deduct \$752.00 from the monies owing to the Landlord.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,820.00, which represents rent and compensation owing from August 1, 2024, to October 31, 2024.
2. The Former Tenants shall also pay to the Landlord \$551.33, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$3,920.52, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenants owe the Landlord is \$7,477.85*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before June 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.

June 11, 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:

Rent and Compensation Owing from August 1.2024 to October 31, 2024	\$2,820.00
Utility Costs	\$551.33
Damage Costs	\$3,920.52
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,477.85