



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

File Number: LTB-L-024680-25

In the matter of: UPPER, 1044 FOURTH ST
MISSISSAUGA ON L5E1K3

Between: Ermin Memisevic Landlord

And

Matthew Watson Former Tenants
Jordan Watson

Ermin Memisevic (the 'Landlord') applied for an order requiring Matthew Watson and Jordan Watson (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.

The Landlord also applied for an order requiring 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 February 9, 2026.

Only the Landlord attended the hearing.

As of 12:20 p.m., the Former Tenants were 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 Tenants shall pay the Landlord \$646.78 by June 19, 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.

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 22, 2025, by serving to the Former Tenants current address.
5. The Former Tenant vacated the rental unit on March 29, 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 claims compensation for unpaid utilities and damages in the amount of \$646.78.

Utilities

8. The Landlord presented a copy of the tenancy agreement indicating that water, gas, hydro are not included in the rent. The Landlord testified that the Former Tenants were responsible for sixty percent of the utilities of the residential complex, however, the Landlord requested to proceed with only fifty percent of the arrears owing, I granted the request.
9. The Landlord testified that there is a balance owing of \$409.36 for water, heat and hydro, charges. The Landlord submitted copies of the water utility bills from the Peel Region for the billing period starting December 22, 2023, to March 28, 2024, in the amount of \$249.59. The Landlord also submitted copies of the gas invoices from Enbridge owing from the billing period starting February 2, 2024 and ending in March 31, 2024 in the amount of \$351.38. The Landlord also submitted copies of the hydro charges from Alectra owing from the billing period starting February 1, 2024 and ending in March 31, 2024 in the amount of \$247.77.
10. Based on the uncontested evidence presented at the hearing, I find that the Former Tenants were responsible for paying the utilities. Based on the copies of the invoices from the Peel Region, Enbridge and Alectra provided by the Landlord, I find that the Landlord has incurred \$409.36 in reasonable out-of-pocket expenses as a result of the unpaid utilities bills and the Landlord is entitled to reimbursement of those costs pursuant to section 88.2 of the Act.

Damages

16. The Landlord is seeking \$237.42 for the cost of replacing track lighting in the rental unit. The Landlord testified that, after regaining possession of the rental unit, he discovered that the remote control for the track lighting was missing. The Landlord testified that the lights could not function properly without the remote control. The Landlord further testified that he attempted to replace only the remote control, but the item had been discontinued, and he was unable to find a replacement, including through online used websites. The Landlord submitted a receipt showing that he incurred \$237.42 to purchase the lighting.

17. Section 34 of the Act states that the tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the willful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant. Therefore, to be entitled to compensation for damages the Landlord in this application must prove that there are damages to the rental unit that go beyond regular wear and tear and that the Former Tenants willfully or negligently caused the undue damage.
18. Based on the uncontested evidence before me, I find, on a balance of probabilities, that the Former Tenants negligently caused undue damage to the rental unit by failing to return or by misplacing the remote control required to operate the track lighting. I accept the Landlord's evidence that the lights could not function properly without the remote control and that a replacement remote was not reasonably available.
19. I find that the Landlord's claimed cost of \$237.42 to replace the track lighting is reasonable and supported by the receipt filed in evidence. The Landlord is therefore entitled to \$237.42 for the cost of replacing the track lighting.
20. The Landlord has incurred the cost of \$186.00 the filing of this application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$409.36, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenants shall also pay to the Landlord \$237.42, which represents the reasonable costs the Landlord will incur as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlord is \$832.78*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before June 19, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Joshua Labbe
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 Tenants must pay the Landlord:

Utility Costs	\$409.36
Damage Costs	\$237.42
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$832.78