



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-021473-25-AM

In the matter of: 250, 156 FLEETWOOD CRES
BRAMPTON ON L6T2E6

Between: JOSEPH JOHN Landlord

And

KELSI ANN MAE JENKINS Former Tenants
MICHAEL STEPHENS

JOSEPH JOHN (the 'Landlord') applied for an order requiring KELSI ANN MAE JENKINS and **MICHAEL STEPHENS** (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owes.

The Landlord also applied for an order requiring the Former Tenants s to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants 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 December 22, 2025 and March 18, 2026.

Only the Landlord attended the hearing.

As of 11:05 a.m., the Former Tenants were as 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.

This amended order is issued to correct clerical errors in the order issued on June 2, 2026.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants s shall pay to the Landlord \$6,807.02.

2. I am satisfied that the Landlord served the Former Tenantss 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.
3. These documents were served on February 24, 2026 by email.
4. The Former Tenantss vacated the rental unit on December 17, 2024.

Rent owing

5. The Former Tenantss has not made any payments since the application was filed.
6. The tenancy ended on December 17, 2024 as a result of the Former Tenantss moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenantss's obligation to pay rent ended on that date.
7. The lawful rent was \$2,450.00. The rent arrears owing to December 17, 2024 are \$6,750.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

9. The Landlord is also claiming utility costs. A copy of the lease was entered into evidence, showing that the Former Tenantss was responsible for gas and electricity expenses.
10. The Landlord claims to have incurred reasonable out-of-pocket expenses of \$2,470.75 as a result of the Former Tenantss's failure to pay gas and electricity costs. The breakdown of these expenses is as follows.

Enbridge Gas

Billing Period	Amount
17 Dec 23 – 19 Jan 24	\$154.86
20 Jan 24 – 15 Feb 24	\$122.94
16 Feb 24 – 19 Mar 24	\$131.77
20 Mar 24 – 18 Apr 24	\$142.14
19 Apr 24 – 21 May 24	\$79.58
22 May 24 – 18 Jun 24	\$41.06
19 Jun 24 – 19 Jul 24	\$54.87
20 Jul 24 – 19 Aug 24	\$29.48

20 Aug 24 – 18 Sep 24	\$56.78
19 Sep 24 – 18 Oct 24	\$33.58
19 Oct 24 – 20 Nov 24	\$48.70
21 Nov 24 – 5 Dec 24	\$14.53
TOTAL	\$910.29

Alectra (Electricity)

Billing Period	Amount
19 Dec 23 – 18 Jan 24	\$140.68
18 Jan 24 – 20 Feb 24	\$160.53
20 Feb 24 – 19 Mar 24	\$118.53
19 Mar 24 – 18 Apr 24	\$130.58
18 Apr 24 – 17 May 24	\$109.02
17 May 24 – 19 Jun 24	\$151.15
19 Jun 24 – 18 Jul 24	\$141.07
18 Jul 24 – 20 Aug 24	\$182.76
20 Aug 24 – 19 Sep 24	\$138.41
19 Sep 24 – 18 Oct 24	\$101.28
18 Oct 24 – 19 Nov 24	\$95.35
19 Nov 24 – 18 Dec 24	\$91.10
TOTAL	\$1,560.46

11. Based on the evidence before me, I find that the Former Tenants failed to pay gas and electricity costs that they were required to pay under the terms of the tenancy agreement.
12. The Landlord incurred reasonable out-of-pocket expenses of \$2,470.75 as a result of the Former Tenants' failure to pay gas and electricity utility costs.

Compensation for damage

13. The Landlord has not proven that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

14. The Landlord is claiming \$14,300.00 for damages to the rental unit's walls, washroom, closets, AC vent and washer/dryer. The Landlord provided photo and video evidence in support of claims of damage.
15. Upon reviewing the 11 photos and 3 videos submitted by the Landlord, I am unable to find, on a balance of probabilities, that the Former Tenants s have **yes** wilfully or negligently caused undue damage to the rental unit. There was no specific photo/video evidence of damage to the walls, washroom, closets, AC vent and washer/dryer and no repair estimates were provided in support of any damages.
16. The evidence clearly shows a significant amount of furniture, garbage and debris in the rental unit, including animal feces. The removal of these items and follow-on clean-up of the rental unit are not "damages" to the rental unit falling under s. 89 of the *Residential Tenancies Act, 2006* (the 'Act'); they are more properly out-of-pocket expenses under s. 88.1 of the Act, resulting from the Former Tenants s substantially interfering with the Landlord's reasonable enjoyment of the property.

Rent Deposit

17. The Landlord collected a rent deposit of \$2,450.00 from the Former Tenants s 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 **Former** Tenants **are is** required to pay.
18. Interest on the rent deposit, in the amount of \$149.73 is owing to the Former Tenants s for the period from March 1, 2021 to December 17, 2024

It is ordered that:

1. The Former Tenants s shall pay to the Landlord \$6,750.00, which represents rent and compensation owing up to December 17, 2024.
2. The Former Tenants s shall also pay to the Landlord \$2,470.75, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants s shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,599.73 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 Tenants s.
5. The total amount the Former Tenants s owes **s** the Landlord is \$6,807.02. See Schedule 1 for the calculation of the amount owing.

6. If the Former Tenants s ~~do~~es not pay the Landlord the full amount owing on or before June 13, 2026, the Former Tenants s will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026

Date Issued

Curtis Smith

Member, Landlord and Tenant Board

June 16, 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 Tenants must pay the Landlord:

Rent and Compensation Owing To December 17, 2024	\$6,750.00
Utility Costs	\$2,470.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$149.73
Total amount owing to the Landlord	\$6,807.02