



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

File Number: LTB-L-011776-26

In the matter of: 421, 117 BROADWAY AVE
TORONTO ON M4P 1V3

Between: 2661344 Ontario Inc Landlord

and

Jose Lopez Tenant

2661344 Ontario Inc (the 'Landlord') applied for an order requiring Jose Lopez (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's 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 Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 29, 2026.

Only the Landlord, Ian Miller, attended the hearing.

As of 11:33 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. The Tenant was in possession of the rental unit when the application was filed.
2. The Tenant vacated the rental unit on April 1, 2026, as a result of the sheriff's enforcement of a Board eviction order issued in respect of a separate proceeding.

Compensation for Damage

3. The application claims compensation for damages in the amount of \$2,000.00. The description of the damage set out on the application is "damage to bedroom and living room walls."

4. During the hearing the Landlord significantly expanded the scope of the claim by introducing additional allegations and monetary claims that were not clearly identified in the application. These include bedroom damage, cleaning smoke damage, lock replacement, Sheriff enforcement costs, and other expenses, most of which were discovered after the Tenant vacated and after the application was filed.
5. I am not satisfied that it is appropriate to grant the Landlord's amendments because permitting them would prejudice the Tenant since he has not received any advance notice of the Landlord's intention to make these additional claims.
6. I am also not satisfied that the Landlord's application provides sufficient description of the alleged damage. The application states, "damage to bedroom and living room walls" and claims compensation of \$2,000.00. It does not identify the nature of the alleged damage, when it occurred, how it was caused, which wall or room was affected, or how the amount claim was calculated. As indicated during the hearing, the Tenant should be given sufficient details to understand the case that must be met. In this case, the description contained in the application is too vague to provide adequate notice of specific allegations, which was ultimately advanced by the Landlord at the hearing.
7. Even if I were satisfied that the application provided adequate notice of the alleged damage and the repair costs, I would still dismiss these claims as unproven. The Landlord did not have photographs of the unit prior to the Tenant taking possession. The photographs that were submitted were taken after the Tenant vacated. I was unable to compare the state of the unit before and after the Tenant lived there. In addition, there was no evidence such as a contractor estimate or invoice, to establish either the extent of the damage, the cause of the damage or the reasonable cost of the repair.
8. In the absence of sufficient evidence establishing the cause of the alleged damage and the cost of repairing/replacing the damaged property the allegations raised by the Landlord have not been established on a balance of probabilities. Accordingly, I find that the Landlord has not proven the reasonable costs that the Landlord has incurred or will incur to repair or replace the damaged property. Therefore, this portion of the Landlord's claim is dismissed.

Compensation for unpaid utilities

9. The Landlord's claim for compensation for unpaid utilities is made under subsection 88.2(1) of the *Residential Tenancies Act, 2006* (Act). Subsection 88.2(4) of the Act clarifies that the Board can award costs that "... are reasonable out-of-pocket expenses that the Landlord has incurred or will incur as a result of a Tenant's or former Tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement."
10. The Landlord testified that the Tenant is responsible to pay for the utilities under the tenancy agreement dated June 26, 2026. He indicated that the utility costs have not been paid. The Landlord referred to the utility statements from Provident, a supplier of electricity, for the period of January 13, 2026 to February 6, 2026, for \$171.21 and April 10, 2026 to May 04, 2026 for \$137.97. Both statements are in the Tenant's name and has a "balance forward." The Landlord also claimed the balance forward.

11. The total amount claimed in the application is \$1,157.53. At the hearing, the Landlord sought to increase the amount to \$1,721.38 based on a later statement. I informed the Landlord at the hearing that the higher amount for utilities will not be considered because the Landlord did not serve the Tenant in advance of the hearing with an amended application claiming the amount.
12. I find that the Landlord's application provides insufficient details for the Tenant to understand the case that has to be met. The application does not specify the period during which the charges accrued, or how the amount claimed was calculated. The Landlord attempted to provide this information during the hearing through utility statement and oral testimony. However, I am not satisfied that the amount claimed is correctly calculated by the Landlord. The utility statements submitted into evidence contain a balance forward. The Landlord acknowledged that he did not have the earlier statement showing how those balances accumulated and could not establish the periods to which those charges relate. As a result, I am unable to determine what portion of the outstanding balance, if any, arose during the tenancy.
13. The Landlord also acknowledged during the hearing that he has not paid the outstanding balance. Although the Landlord testified that the utility provider may ultimately require him to pay the account, no documentary evidence was provided confirming that the Landlord is legally liable for the balance or that the utility provider has demanded payment from him. These accounts are in the Tenant's name.
14. While I accept the Landlord's evidence that the tenancy agreement required the Tenant to pay the electricity and water charges, I am not satisfied that the Landlord has incurred, or will incur, the claimed utility costs within the meaning of s.88.2(4) of the Act. For all the given reasons, this portion of the application is also dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 26, 2026

Date Issued

Adeela Alvez

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.