



Order under Subsection 87(1), 88.2 Residential Tenancies Act, 2006

Citation: Dandona v Murray, 2026 ONLTB 51036

Date: 2026-06-30

File Number: LTB-L-034092-26

In the matter of: 204, 44 Bond St W
Oshawa ON L1G6R2

Between: Tanusha Dandona Landlord

And

Laiden John Murray Tenant

Tanusha Dandona (the 'Landlord') applied for an order requiring Laiden John Murray (the 'Tenant') to pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 John Laiden Murray (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 June 1, 2026 at 10:25 a.m.

Only the Landlord Tanusha Dandona attended the hearing.

As of 10:25 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. At the hearing, the Landlord requested to amend their applications citing a clerical error in the Tenant's name.
2. The N4 Notice, N6 Notice, L1 and L2 applications identified the Tenant as John Laiden Murray, instead of Laiden John Murray.
3. As the Tenant has vacated the rental unit, there is no question of eviction before me, and only arrears of rent, utilities and damages are in question.
4. Rule 15.4 of the Board's *Rules of Procedure* allows the Board to exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.
5. In this case, I find there is no prejudice to the Tenant to amend the applications to correct the clerical error, and this order shall reflect the proper order of the Tenant's given names.

Determinations:

6. The Tenant vacated the rental unit on May 29, 2026. The Tenant was in possession of the rental unit on the date the applications were filed.

L9 Application

7. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to May 29, 2026.
8. The Tenant did not pay the total rent they were required to pay for the period from March 23, 2026 to May 29, 2026.
9. The lawful rent is \$2,000.00. It is due on the 23rd day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The tenancy ended on May 29, 2026 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
12. The rent arrears and daily compensation owing to May 29, 2026 are \$4,460.25.
13. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$21.52 is owing to the Tenant for the period from November 24, 2025 to May 29, 2026.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

Compensation for Unpaid Utilities

16. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, as evidenced at the time of hearing. Entered into evidence was a signed copy of the amended tenancy agreement dated February 6, 2026, corroborating the Landlord's testimony the Tenant was responsible for utilities.
17. The Landlord has incurred reasonable out-of-pocket expenses of \$60.73, as a result of the Tenant's failure to pay these costs. The amount owing was for utility provided by Mettallurgy Solutions from the period March 7, 2026 to April 7, 2026.
18. Since I found that the Landlord has incurred out-of-pocket expenses for the utility costs that the Tenant was required to pay under the terms of the tenancy agreement, the Tenant will be ordered to pay this amount to the Landlord.

Other Damages

19. The Landlord withdrew the remaining portions of their application seeking compensation for damages to the rental unit.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,624.73. This amount includes rent arrears owing up to May 29, 2026, the cost of the application, minus the rent deposit and interest owing.
2. The Tenant shall also pay to the Landlord \$60.73, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs
3. The total amount the Tenant shall pay to the Landlord is \$2,685.46.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Greg Witt
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.