



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

File Number: LTB-L-073962-24

In the matter of: 300 CHURCH ST
Pembroke ON K8A4L3

Between: CB Property Group-2733519 Ontario Inc. Landlord

And

Curtis Stroud Former Tenant

CB Property Group-2733519 Ontario Inc. (the 'Landlord') applied for an order requiring Curtis Stroud (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on July 24, 2025.

Only the Landlord's Agent, Catherine Beauregard attended the hearing.

As of 10:20 a.m., the Former Tenant was 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 some of the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$5,999.78 which represents the costs to repair or replace damaged property and the cost of filing this application.
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. The L10 application was served on September 19, 2024 via email and the Notice of Hearing was served by email on June 19, 2025. I was satisfied that there was written consent to service by email as per the lease agreement.
5. The Former Tenant vacated the rental unit on June 3, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Undue Damage

7. The Landlord submits that they incurred out-of-pocket expenses of \$9,801.19 to clean, disinfect, repair and repaint damage to the rental unit.
8. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex as set out below.

Damage the Landlord has not Proven

9. I was not satisfied based on the Landlord's evidence that the Landlord has proven that there was undue damage to the following:
 - a. The kitchen cabinet;
 - b. The drawers;
 - c. The flooring;
 - d. The wall registers;
 - e. The shower bar;
 - f. The toilet seat;
 - g. The smoke detectors in the rental unit; and
 - h. The silicone seal around the rental unit.
10. With regards to the kitchen cabinets and drawers, the photos did not show any observable damage and the Landlord testified that a single kitchen drawer handle was missing. However, I was not satisfied that there was any damage that would rise above normal wear and tear based on the photos and it was unclear which, if any drawer handles were missing.
11. With regards to the flooring, the photos appear to show some minor issues but it is unclear whether there is any damage to the floor or if the small amount of discolouration in the photos is a result of simply dirt. As I was unable to determine if there was any damage or if the floors were simply dirty, I was not satisfied that the Landlord has proven undue damage to the flooring.

12. There were no photos of the shower bar that was allegedly damaged. As a result, the request for costs to repair or replace the shower bar are denied.
13. There were also no photos of the missing wall registers, the damage to the toilet seat, missing smoke detectors or damage to the silicone seal around the rental unit. The request for these costs is denied.

Damage the Landlord has Proven

14. I was satisfied based on the Landlord's testimony and photo evidence that the Tenant, their occupant or a guest caused undue damage to the rental unit as outlined below. In the absence of any evidence from the Tenant as to how these damages were caused, I infer that the damages were caused willfully or negligently by the Tenant, their occupant or their guest.
 - a. Damage to the walls and surfaces including holes, writing on the wall and scuff marks on the walls and surfaces throughout the rental unit;
 - b. Broken door handles for the bedroom and living room and damage to the front door;
 - c. Damage to the windows and window frames; and
 - d. Damage to the stove caused by the Tenant, their occupant or somebody permitted into the rental unit by the Tenant caused by ripping wires from the stove and removing the stove elements. There was also an excessive amount of rust on the stove.
15. The Landlord submitted into evidence an invoice from 15853958 Canada Inc., dated July 15, 2024 in the amount of \$4,506.07. The costs to repair the kitchen, bedroom floor, install wall registers, install silicone on the vanity, replace the shower bar, install a new toilet seat and install smoke detectors is denied. The total cost to paint, repair the doors, repair the windows and clean the bedrooms is \$3,378.70 as per this invoice.
16. The Landlord also entered into evidence an invoice from 15853958 Canada Inc., dated June 3, 2024 in the amount of \$480.25 to replace the front door locks, repair the windows and clean garbage. As I find that the Landlord would have to incur costs to change the front door locks upon the Tenant vacating, this expense shall be removed from the amount ordered to the Landlord. The total amount owing from this invoice is \$378.55.
17. The Landlord also entered into evidence Home Depot receipts for items to repair or replace items throughout the rental unit in the amount of \$1,252.92. However, as I could not determine what these expenses were for, the request for these amounts is denied.
18. The total cost to repair or replace damaged property is therefore \$3,757.25.

Cleaning and Garbage Removal

19. The Landlord also submits that it incurred costs to clean the rental unit as the Tenant left an excessive amount of refuse and furniture behind when vacating the rental unit.

20. The Landlord's photo evidence showed several rooms with trash, furniture and other items throughout the rental unit. While it is reasonable to expect that after a tenant vacates a rental unit a landlord will need to do some light cleaning and perhaps even have to take away some garbage, in my view, the quantity of garbage, personal possessions, furniture and other items left in the rental unit far surpasses what I would expect a landlord to have to do in the normal course of doing business for a light clean-up.
21. With the evidence before me and on a balance of probabilities, I find that the Landlord has met the burden of proof to support the claim for undue damage in the form of garbage and debris left in the rental unit.
22. The Landlord submits that as per an invoice from CFT Recycling dated July 1, 2024, the Landlord incurred out-of-pocket expenses of \$2,056.53 to remove the Tenant's belongings, furniture and garbage from the rental unit.
23. The Landlord also submits that it incurred additional costs of \$1,128.87 paid to Evolution Property Management for the costs to remove contents and perform clean-up. However, the receipt for this amount was not entered into evidence and no explanation was provided as to why this additional expense was incurred on top of the cost of the garbage removal costs paid to CFT Recycling. As a result, the request for this amount is denied.
24. I find that the Former Tenant owes the Landlord \$2,056.53 for the costs the Landlord incurred to clean and remove garbage from the rental unit.
25. The Landlord incurred reasonable costs of \$5,435.23 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
26. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,813.78, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$5,999.78*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Christopher Lin
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:

Damage Costs	\$5,813.78
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,999.78