



Order under Section 89 / 88.1 Residential Tenancies Act, 2006

Citation: 1664281 Ontario Inc. v Margolese, 2026 ONLTB 1727

Date: 2026-01-05

File Number: LTB-L-016191-25

In the matter of: A, 83 WARD ST
PORT HOPE ON L1A1M1

Between: 1664281 Ontario Inc. Landlord

And

Carson Louis Margolese Former Tenants
Stephen A Margolese

1664281 Ontario Inc. (the 'Landlord') applied for an order requiring Carson Louis Margolese and Stephen A Margolese (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

1664281 Ontario Inc. (the 'Landlord') applied for an order requiring Carson Louis Margolese and Stephen A Margolese (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 September 17, 2025.

Only the Landlord's agent, Vanessa Menzies, attended the hearing.

As of 1:30 PM, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord. The Tenants' request to adjourn the hearing was denied. As a result, the hearing proceeded with only the Landlord's evidence

Preliminary Issues:

Tenant's request to reschedule hearing

1. On September 10, 2025, the Former Tenant, Carson Margolese, sent an email to the Board requesting to reschedule the hearing. The Former Tenant stated that they could not attend the hearing because they run a small business and could not find adequate staffing to cover their absence. The Former Tenant did not communicate with the Landlord to seek consent to their rescheduling request.
2. Rule 21.1 of the LTB's Rules of Procedure states that "parties may agree to ask the LTB to reschedule a CMH or hearing prior to the scheduled date. The request to reschedule **must be on consent of all parties** and received by the LTB as soon as reasonably possible and not less than 5 business days before the scheduled date. Consent is required even where the notice of hearing and application have not been delivered to the responding parties [emphasis added].
3. Rule 21.4 states that "parties must contact the LTB to learn whether the request is granted and, if granted, the date of the rescheduled CMH or hearing. If the request is denied, the CMH or hearing will proceed on the scheduled date."
4. The Former Tenant did not contact the Board to learn whether their request to reschedule has been granted and presumably simply assumed that their email was sufficient to absolve them of their requirement to attend the hearing.
5. Section 7 of the Statutory Powers Procedure Act provides that a tribunal may proceed with a hearing in the absence of any party. Furthermore, the Board's Interpretation Guideline 1 states that "where the respondent fails to appear, a notice of hearing has been sent to the parties and the matter has not been adjourned or rescheduled, the Member will proceed with the hearing, and will make a decision based on the evidence provided by the applicant at the hearing.
6. The Guideline further warns that "not preparing for a hearing based on the expectation that it will be rescheduled or adjourned has substantial risk. If the Member decides to proceed with the hearing on the date set, only the evidence presented at the hearing will be considered."
7. For all the above-noted reasons, the hearing proceeded as uncontested. Any implied adjournment request as a result of the Tenant's submitted email was denied.

Landlord's request to amend

8. The Landlord submitted a request to amend their application to correct the legal name of the Landlord from 1688405 Ontario Limited to 1664281 Ontario Inc. The Landlord served a copy of their amended application to the Former Tenant's by email on July 5, 2025, in compliance with Rule 15.
9. The Landlord's request to amend the application was granted. This order reflects the corrected corporate name of the Landlord as 1664281 Ontario Inc.

Determinations:

10. As explained below, the Landlord proved their reasonable out-of-pocket costs to repair undue damage to the property caused by willful or negligent damage. Therefore, the

Former Tenants must pay the Landlord \$2,226.10 plus the Landlord's filing fee of \$186.00 by January 16, 2026.

11. The Landlord did not prove their reasonable out-of-pocket costs relating to alleged conduct of the Former Tenants which substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.
12. I am satisfied that the Landlord served the Former Tenants 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.
13. I am satisfied that the Landlord served the Former Tenants 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.
14. These documents were served on July 5, 2025, by email.
15. The Former Tenants vacated the rental unit on December 4, 2024.
16. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for damage

17. The Landlord testified that the Former Tenants left the entire rental unit in an unclean state and also caused several damages to the rental unit. The Landlord stated these damages included:
 - Garbage, debris, and discarded personal belongings filled every room in the unit.
 - Holes in the ceiling which looked to be caused by the handle of a broom.
 - Footprints and damages to the walls in the unit (scratches, gouges in the drywall).
 - Water damage to the door frame and baseboards in the kitchen.
 - Blinds damaged and pulled off the windows.
 - Intentional damage to the wood bathroom counter caused by prying into the counter with a screwdriver.
 - Towel hangers pulled off the walls in the bathroom and the shower curtain rod pulled down.
 - Oven left unclean and filled with burnt food.
 - Yard filled with garbage and a large amount of dog feces.
18. The Landlord presented photographs of each room of the rental unit prior to when the Former Tenants moved in and presented photos of the state of each room after the Former Tenants vacated. The Landlord also presented photos of the damages to the kitchen sink, door frame and baseboards, and on the walls.
19. The Former Tenants lived in the rental unit for 19 months. The damages presented by the Landlord are inconsistent with normal wear and tear and I find the evidence submitted portrays willful and negligent damages.

20. Therefore, based on the uncontested testimony and evidence before me and on the balance of probabilities, I am satisfied 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.
21. The Landlord submitted copies of invoices for costs they incurred to clean and repair the rental unit. An order will issue to compensate the Landlord for the total costs of \$2,226.10 as stated in the following invoices:
- \$395.50 to Vout Welding (invoice date December 9, 2024) for removal and disposal of garbage left in the rental unit.
 - \$1,830.60 to Benn Painting (invoice date December 9, 2024), for repair of damages to the sink, walls, ceiling, door frames, and baseboards, cleaning the unit, and to remove the bathroom sink and counter and send for repair.
22. The Landlord also submitted a copy of an invoice in the amount of \$101.70 paid to Ward Bros Locksmith to have the locks changed on the rental unit. The Landlord's claim for reimbursement of this cost is denied.
23. The Landlord testified that they gave the Former Tenants one key when they moved in. The Landlord retrieved that key from the mailbox after the Former Tenants vacated; therefore, there was no inherent safety risk of the Former Tenants entering the unit after they moved out. There was no evidence presented that the lock was otherwise damaged or rendered inoperable due to the behaviour of the Former Tenants.

Compensation for substantial interference

24. The Landlord testified that the Former Tenants tampered with the furnace for the residential complex. The Landlord stated that the Former Tenants appeared to turn off the furnace located in their unit so that the upper unit did not have heat. On two separate occasions after the Landlord gave 24-hour notice to enter the Former Tenants' rental unit with a furnace technician, the heat came back on just prior to the Landlord's stated entry time.
25. The Landlord further testified that the furnace was not working when the Tenants vacated, and the Landlord had to call a service technician to diagnose and repair the issue.
26. The Landlord submitted an invoice for \$502.85 from H.D. Mackenzie & Son Heating for two service calls and for parts, specifically "York Pressure Switches". The Landlord stated the two service calls are because the technician had to attend once to diagnose and order the parts required and once to complete the repair. The Landlord did not know what repair was completed or why pressure switches were required.
27. The Landlord has not satisfied me on the balance of probabilities that the conduct of the Former Tenants caused the issue with the furnace. While the timing of the issues with the furnace may be coincidental, there is no evidence before me that would bring me to the conclusion that the Former Tenants deliberate interference with the furnace necessitated the repair required. Therefore, this claim in the Landlord's application is dismissed.

Rent Deposit

28. The Landlord's application states they collected a rent deposit of \$1,900.00 from the Former Tenants. The Landlord testified that the Tenant's did not pay the rent for the rental period of November 5, 2024, to December 4, 2024. As such, the Landlord applied the last month rent deposit to the last month of the tenancy.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,226.10, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$2,412.10.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenants 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

Melissa Anjema

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.