



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-075534-25

In the matter of: 3357 South Shore Blvd
Vineland Ontario L0R2E0

Between: Darleen Gill-Goosen Landlord

And

Neil Lathanque Tenant

Darleen Gill-Goosen (the 'Landlord') applied for an order to terminate the tenancy and evict Neil Lathanque (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the 'L1 Application').

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

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises; and
- the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord 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 (the 'L2 Application').

This application was heard by videoconference on December 9, 2025.

Only the Landlord and the Landlord's witness, Stanley Goosen ('SG'), attended the hearing.

As of 4:22 p.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.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on September 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,250.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2025 are \$6,500.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,250.00 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 terminated.
9. Interest on the rent deposit, in the amount of \$282.75 is owing to the Tenant for the period from October 1, 2021 to September 30, 2025.

L2 Application

10. As the Tenant vacated the rental unit on September 30, 2025, the eviction portion of the L2 application based on the N5 and N8 notices of termination was moot. The L2 Application proceeded based the claim for reasonable out-of-pocket costs the Landlord incurred or will incur to repair or replace undue damage to property.
11. In the L2 Application, the following damages were alleged:
 - Damage and staining to the basement ceiling.
 - Carpet stains throughout the rental unit from dog urine.
 - Furniture damage to one wooden kitchen chair, one rattan porch chair and 2 Muskoka backyard chairs.
 - Damage to the porch windows.
 - Dried dog feces in the backyard and 16 garbage bags left on the garage floor.
 - Gardens overgrown and 3 propane tanks left at the front door and/or in the garage.
12. As explained at the hearing, the claims with respect dog feces in the backyard, garbage, failure to maintain the gardens and the storage and/or placement of the propane tanks are not claims that typically would be characterized as damage and there was no evidence to

suggest that any of these things actually resulted in damage to the property. According, these allegations were dismissed.

13. SG is the spouse of the Landlord and assisted the Landlord with the day-to-day operations of the rental property. He has also been hands on with respect to assessing the damages to the property and taking steps to repair same.

Ceiling Damage

14. It was SG's evidence that when the Tenant first moved in, approximately 5 years ago, there was a small stain in the basement ceiling due to a leak, which had been repaired and was referenced in the initial lease agreement. However, upon inspecting the rental unit in June 2025, it was discovered that there was a huge stain in the basement ceiling. SG stated that the Tenant never reported that the stain had grown from when the Tenant moved in or that there was any leaking. It was later discovered that the issue was with the toilet above leaking as the wax seal required replacement. It was SG's position that the Tenant's failure to report the issue in a timely manner has resulted in a much more extensive and expensive repair job to the ceiling. Photos of the ceiling were tendered as evidence in support of SG's testimony. SG estimated the costs to repair the ceiling to be \$900.00. This estimate was based on the cost of materials at Home Depot for things like drywall, mudding, sanding and painting the area.

Carpet Stains

15. It was SG's evidence that the Tenant got a dog and was not good about taking it out. There were only two stains in the carpet at the time the Tenant moved in, which were noted in the initial lease agreement. However, when the unit was inspected it was noted that there were multiple stains in the carpet throughout the rental unit, which SG believed was from dog urine. Photos of the stains were tendered as evidence in support of SG's testimony.
16. 2 quotes were obtained to replace the carpet, which were for \$8,893 and \$8,781.81 respectively. Copies of the aforesaid quotes were tendered as evidence. When asked why the carpets could not be salvaged by cleaning them, it was SG's evidence that the urine had discolored the carpet and cleaning the areas would not resolve the discoloration issue.

Furniture Damage

17. It was SG's evidence that the rental unit was rented furnished and the furniture items that the Landlord claims were damaged by the Tenant were part of the furnishing that came with the rental unit. Photos of the wooden kitchen chair and the rattan chair that were damaged were tendered as evidence. With respect to the Muskoka chairs, SG stated that the Tenant left them at the edge of a bank by the lake and essentially let them blow away. He stated he knew this because the neighbour told them that this was where the Tenant left the Muskoka chairs. The estimated costs to repair the kitchen chair was \$100.00. The estimated cost to replace the rattan patio set, due to not being able to repair the chair, was \$2,485.98 and the estimated cost to replace the 2 Muskoka Chairs was \$677.90. SG

stated that these estimates took into account a depreciation due to the age of the items and 20% was deducted from the estimates provided.

Damaged Porch Windows

18. SG stated that the porch of the home was enclosed and that two windows in the porch area were damaged. Photos of two windows in the porch area were tendered as evidence and showed that the vinyl screening material had been torn. The estimated cost to replace the vinyl in the porch windows was \$875.75. A copy of the estimate obtained by the Landlord was tendered as evidence.

Analysis

19. Based on the uncontested evidence of SG, I find, on a balance of probabilities, that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or the residential complex. In particular, I am satisfied that the Tenant: i) failed to notify the Landlord of the increased staining in the basement ceiling which resulted in further and/or unnecessary damage; ii) allowed his dog to urinate and/or defecate on the carpets; iii) damaged some of the furniture; and iv) damaged two of the porch windows.
20. In the application, the Landlord sought damages in the amount \$11,307.21 to repair the damage or replace property that was damaged and cannot be repaired. However, I do not find all of the costs claimed to be reasonable in the circumstances.
21. With respect to the costs of the ceiling repair, I find the cost estimate of \$900.00 to repair the ceiling to be reasonable in the circumstances based on SG's testimony, the photos of the damages and cost of the basic materials required to repair the ceiling area affected by the staining and/or leak. Accordingly, this amount shall be ordered.
22. With respect to the costs to replace of the carpet, I am satisfied by the testimony and photos provided that there were multiple stains in the carpet throughout the rental unit and that this could not be rectified by having the carpets professionally cleaned. The Landlord claimed \$8,781.81 less 20% for depreciation due to the age of the carpet. I find this amount to be reasonable and so \$7,025.45 shall be ordered, which is calculated as follows: $\$8,781.81 \times 20\% = \$1,756.36$, $\$8,781.81 - \$1,756.36 = 7,025.45$.
23. With respect to the furniture damage, I do not find the costs to repair or replace the furniture claimed by the Landlord to be reasonable. Specifically, I do not find the replacement of the entire rattan set to be reasonable in the circumstances as only one chair was damaged and there was no evidence to suggest that they Landlord could not find a similar rattan chair to replace the damaged on with. In addition, there was no evidence to suggest that the Tenant damaged the Muskoka chairs. Rather, the evidence suggests that they may have been lost due to being blown away. However, this evidence was not direct evidence provided by SG and was based on what was told to him by the neighbour and so I did not find it overly persuasive. For these reasons, I find it appropriate in the circumstances to order \$350.00 for damage to the furniture, which is calculated as follows: \$100.00 to repair the kitchen chair, \$250.00 for the replacement of the rattan chair and \$0.00 for the Muskoka chairs.

24. With respect to the damage to the porch windows, I am satisfied by the testimony and photos provided that the vinyl screen material was damaged on two of the porch windows. However, the estimate provided is for the replacement of the vinyl for five windows. Accordingly, only \$350.20 shall be ordered which represents the estimated cost to replace the vinyl on two windows. This is calculated as follows: $\$875.50 / 5 = \$175.10 \times 2 = \$350.20$.

Daily Compensation

25. The Landlord's request for daily compensation in the L2 application is denied as the L1 Application has appropriately addressed any rent or daily compensation owing to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,168.25 for rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The amount of rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay to the Landlord \$8,625.65, which represents the reasonable costs to repair or replace damaged property.
4. The total amount the Tenant must pay the Landlord is \$11,793.90.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Rachel Gibbons
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.

Schedule 1
SUMMARY OF CALCULATIONS L1 APPLICATION

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$6,500.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$3,250.00
Less the amount of the interest on the last month's rent deposit	- \$282.75
Total amount owing to the Landlord	\$3,168.25
<i>*These calculations are with respect to the L1 Application only</i>	