



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: CB Property Group-2693263 Ontario Inc. v Proulx, 2026 ONLTB 2149

Date: 2026-01-12

File Number: LTB-L-019932-24

In the matter of: 3, 20 King Street
CHESTERVILLE ON K0C1H0

Between: CB Property Group-2693263 Ontario Inc. Landlord

And

Amanda Proulx Former Tenant

CB Property Group-2693263 Ontario Inc. (the 'Landlord') applied for an order requiring Amanda Proulx (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.; and, for an order requiring Amanda Proulx (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 December 23, 2025.

The Landlord's agent Catherine Beauregard, the Tenant and the Tenant's representative Karen Smith attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the total amount the Former Tenant owes the Landlord is \$1,945.42.
2. 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. These documents were served on November 21, 2024.
3. The Former Tenant vacated the rental unit on March 31, 2023.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$1,500.00. It was due on the 1st day of each month. While the Landlord asserts the lawful rent was increased to \$1537.50 for the last month of the tenancy (March 2023), the Landlord did not produce a notice of rent increase and the Tenant denied receiving such a notice. In the absence of additional evidence showing the notice was served in accordance with the *Residential Tenancies Act*, 2006, I find that rent for the month of March 2023 remained at \$1500.00.
9. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on March 31, 2023 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy.
12. The rent arrears and daily compensation owing to March 31, 2023 are \$3,300.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

14. The Landlord's amended application seeks \$1,623.70 (\$445+\$1118.70 +\$60) in reasonable costs to repair/replace wilful or negligent damage caused by the Former Tenant.
15. While the Landlord's amended application originally also sought \$3016.12 for patching & painting, at the hearing the Landlord advised they were no longer pursuing this claim.
16. Section 89 of the *Residential Tenancies Act*, 2006 (the "Act") allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.
17. To succeed in its application, the Landlord must show that the damage is "undue", meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.

Clean up (\$445), Dumpster (\$118.70) Carpet cleaning & vacuuming (\$60.00)

18. The Landlord seeks \$1,623.70 from the Former Tenant for, in short, cleaning and disposal costs incurred.
19. The Landlord produced multiple pictures of the interior/exterior of the rental unit when vacant possession was returned. The pictures showed, among other things, papers/items in the

middle of the kitchen floor; kitchen appliances purchased by the Former Tenant which were left at the rental unit; a pile of jackets/boxes next to the kitchen fridge; food items left in the fridge; toys/items left near the outdoor back steps; and, general uncleanliness inside/outside the rental unit.

20. The onus to prove “undue damage” rests with the Landlord.
21. While it is unfortunate that the Landlord incurred cleaning and disposal charges, I am not satisfied that such charges relate to any undue damage that occurred in the rental unit. More likely, such charges relate to general uncleanliness.
22. While admittedly the Landlord produced pictures of carpets that were cleaned when the Tenant vacated, the carpets do not appear to be excessively stained or otherwise damaged. In this regard, I find the carpet cleaning costs are attributed to typical carpet cleaning/preparation costs when there is a turnover of tenancy.
23. As I am not satisfied the Landlord has established wilful or negligent damage, the Landlord’s compensation for damage claim is denied.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,300.00, which represents rent and compensation owing up to March 31, 2023.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,540.58 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$1,945.42*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Peter Nicholson
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:

Rent and Compensation Owing To March 31, 2023	\$3,300.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$40.58
Total amount owing to the Landlord	\$1,945.42