



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Brucker v Nestor, 2026 ONLTB 2164

Date: 2026-01-07

File Number: LTB-L-009565-25

In the matter of: 92, 1128 DUNDAS ST W
MISSISSAUGA ON L5C1E1

Between: Bruno Brucker Landlord

And

Sophy Nestor Former Tenant

Bruno Brucker (the 'Landlord') applied for an order requiring Sophy Nestor (the 'Former Tenant') to pay:

- the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement; and
- 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 August 7, 2025.

The Landlord, Landlord's agent Adrian Brucker, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. The Landlord did not prove the allegations with respect to undue damage from a smoke smell, holes in walls, or dark paint throughout the unit. Therefore, the Former Tenant shall pay to the Landlord \$5,274.89, which represents costs associated with damage from pet urine, the claim for unpaid utilities (which was not disputed by the Former Tenant), and the filing fee.
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 parties entered into a tenancy agreement beginning November 4, 2016. The Former Tenant vacated the rental unit on July 2, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

6. At the hearing, the parties agreed that the Former Tenant failed to pay utility costs in the amount of \$424.57 that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of \$424.57 as a result and is entitled to be reimbursed.

Compensation for damage

7. The Landlord's application alleges that 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 in the following ways:
 - Pet urine throughout the home
 - Smoke smells in the home
 - Holes in walls
 - Dark paint throughout rental unit

Smoke smell

8. The Landlord submitted that the Former Tenant smoked in the rental unit contrary to the tenancy agreement. As a result, the walls required extra sealing and painting to block the smell of smoke.
9. The Former Tenant testified that she went outside to smoke.
10. I find that the Landlord did not prove that 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 by smoking in the rental unit. One of the Landlord's invoices seems to suggest that the Former Tenant smoked in the garage, but the Landlord adduced insufficient evidence for me to find that, on a balance of probabilities, the Former Tenant smoked in the rental unit rather than outside as she claimed and that this caused undue damage.

Walls painted dark colours

11. The Landlord submitted that the Former Tenant painted walls in the rental unit in dark colours and this required extra coats of paint to cover. DOC 5149583 and 5419576 show a

room with purple walls and a stencil of a tree, and the basement area with grey walls. The Landlord submitted other photos of rooms that had been painted in darker colours and stated that they had all been light colours prior to the Former Tenant moving in.

12. The Former Tenant testified that the paint was light and the only change she made was to paint some brick. She stated that when she moved into the unit in November 2016, the Landlord did not do a move-in inspection. The purple room with the tree stencil was like that when she moved in.
13. I find that the Landlord did not prove that 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 by painting the walls dark colours. The Landlord did not provide evidence of the colour or condition of the walls prior to the tenancy, and the Tenant testified that she only painted the brick area. The Landlord has not met the burden of proof that it is more likely than not that the Former Tenant painted the walls and thereby caused extra costs to repaint.

Pet urine damage to floors

Landlord's evidence

14. The Landlord submitted that the Former Tenant had two dogs, and they urinated in the rental unit. As a result, the carpets and hardwood floors were damaged, and the rental unit smelled. The carpets needed to be removed, the floors needed to be repaired, sanded, and sealed, and special treatment was required to neutralize the odour of pet urine.
15. The Landlord submitted photos of the underside of the carpets after they were removed (DOC 4976018, 4976026) which show extensive staining from yellow liquid. The parties agreed that the carpets were installed in the rental unit in 2016, immediately prior to the Former Tenant moving in.
16. The Landlord submitted photos of hardwood flooring with stains which he claimed were also because of dog urine (DOC 4975879, 4975875). He testified that the acid in the urine burned the wood and special remediation was required.
17. The Landlord also submitted into evidence a "Pet Urine Analysis Report" dated August 2, 2024 from ChemDry, a company which specializes in pet urine removal treatment. It also states that there was notable pet urine in carpets, subfloors, and intense odour.
18. The Landlord stated that they put the rental unit up for sale after serving the Former Tenant with notice and that he was informed by real estate agents that the unit smelled and did not show well.
19. The Landlord submitted an email dated February 12, 2024 into evidence (DOC 4975813) from a real estate agent to a property manager which alerts him that the house smells, that it appears that the Tenant's pets urinate in the house, that he personally stepped in pet urine during showings, and that despite wearing masks, he and inspectors of the property found the smell "terrible."

20. A text message to the property manager from another real estate agent dated April 13 (DOC 4975815) notes "House smells and shows terribly due to tenant."

Former Tenant's evidence

21. The Former Tenant testified that she had dogs, but her dogs never went upstairs alone, and they were never on the floor, only on her bed. One of her dogs wears a diaper. She suggested that the damage to carpets was normal wear and tear from living in the unit for eight years.
22. She also testified that there was no smell in the house, no dog urine on the dining room floor, and when a real estate agent came to show the unit, her daughters were with them, and no one stepped in urine. In her opinion, the home did not show well because it was old and outdated.

Analysis

23. I find that, on a balance of probabilities, 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 floors of the rental unit or residential complex by allowing pets to urinate in the rental unit.
24. Despite the Former Tenant's testimony that her dogs were never in the bedrooms alone and were only on her bed, the photos of the carpets show excessive staining which has penetrated through the carpets. This is not staining that is consistent with ordinary spills over an eight-year tenancy.
25. The Landlord did not call witnesses to testify about the damage to the carpets and the smells which required extensive remediation efforts and costs. The documentary evidence, however, is sufficiently clear that at least two real estate agents remarked on the smell of animal urine in the rental unit and brought it to the Landlord's attention. They would have no reason to do so if they did not have concern about the smell and its effect on the Landlord's ability to sell the property.
26. The Landlord's indoor air quality assessment report clearly notes a "strong urine odour" or "moderate urine odour" in the house. The report notes that the elevated, unhealthy chemical levels in the air were "likely" because of pet urine.
27. The Landlord seeks an award for compensation for damage in the amount of \$34,376.22.
28. I am satisfied that based on the smell which was suspected to be pet urine, the Landlord's decision to do air quality testing was reasonable, and they submitted evidence that the cost to do so was \$1,541.32.
29. I decline to award the Landlord reimbursement for cleaning the air ducts, as there was no evidence led about when this was last done or how regularly, and no evidence to show that the ventilation system was damaged in any way, rather than merely recirculating air contaminated by the pet urine chemicals.

30. The Landlord submitted evidence that Green Leaf ChemDry treatment was performed to treat the pet odours. The invoice also includes “home cleaning – fridge, oven, stove hood, dishwasher, washer & dryer,” and this amount is deducted as it is not a result of undue damage to the rental unit. The total awarded to the Landlord for the pet odour treatment expense is \$2,373.00 including tax.
31. The Landlord also submitted an invoice dated October 14, 2024 from Konstruktion Werx in the amount of \$29,750.00. The work items are listed, but there is no detailed breakdown of what materials, labour, etc. were being billed. The invoice includes painting, repairs to door frames, screw holes, drywall replacement, ceramic tiles, a door frame, and a screen door, most of which are not part of the application.
32. Removal of carpet, padding, and flooring are included, as well as repair of wooden floor affected by urine and light sanding. Based on my finding that there was damage to carpets and flooring as a result of pet urine, absent any further evidence with a cost breakdown, I can only make a nominal award to compensate the Landlord for the result of damage due to the Former Tenant’s actions (to remove carpet and repair the wood flooring). I find that \$750.00 is appropriate, representing approximately 30 hours of work at \$25.00 per hour.
33. The Landlord did not lead evidence to support the claim in the application that there was undue wilful or negligent damage from holes in the walls, and it will not be considered.
34. The Landlord also attempted to raise issues that were not on the application such as damage to a vinyl floor from a door being added and that baseboards were chewed by pets. These do not form part of the application and will not be considered.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$424.57, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$4,664.32, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$5,274.89*. 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 18, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Margo den Haan

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:

Utility Costs	\$424.57
Damage Costs	\$4,664.32
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,274.89