



Order under Section 89 Residential Tenancies Act, 2006

Citation: Audet v Nason, 2026 ONLTB 2476

Date: 2026-01-07

File Number: LTB-L-003003-25

In the matter of: 1142 DRAPER AVE
KINGSTON ON K7K7J4

Between: Patrick Audet Landlord
Gwendolyn Powell

And

Adam Nason Former Tenant

Patrick Audet and Gwendolyn Powell (the 'Landlord') applied for an order requiring Adam Nason (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 28, 2025.

The Landlord and the Tenant, Adam Nason, attended the hearing.

An individual, Janice Violette, also attended the hearing as she was previously named in the application. However, the parties consented to removing Janice Violette as a named tenant to this application, this order reflects that change.

Determinations:

1. As explained below, the Landlord proved part of the allegations contained in the application on a balance of probabilities. The Former Tenant is liable for the cost of replacing damaged carpet. The balance of the Landlord's damage claim is dismissed.
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.
3. These documents were served on May 9, 2025 by email.
4. The Former Tenant vacated the rental unit on October 31, 2024. This was not in dispute.

5. The application was filed on February 28, 2025, within one year after the Former Tenant ceased to be in possession of the rental unit.
6. Under section 89 of the Act, a former tenant is liable to the landlord for the reasonable costs of repairs or replacement where the tenant, another occupant of the rental unit or someone the tenant permitted in the residential complex wilfully or negligently causes undue damage to the rental unit or residential complex. "Undue damage" means damage beyond ordinary wear and tear.
7. The Landlord relied on a move-in inspection completed in February 2021, including photographs, and on a move-out inspection conducted on October 31, 2024 with accompanying photographs and video. The Landlord also filed an itemized list of claimed expenses and supporting receipts and invoices.
8. The move-in materials show the carpet on the lower level and staircase in a clean and serviceable condition at the start of the tenancy. The move-out photographs and video show the same carpet heavily stained and soiled in multiple areas.
9. The Landlord testified that professional cleaners advised that the carpet could not be cleaned to an acceptable condition and had to be replaced. The Landlord submitted an invoice from Alexanian dated October 4, 2024 in the amount of \$7,471.26 for removal and replacement of the lower-level and stair carpet and under pad.
10. The Former Tenant acknowledged that the carpet was stained at the end of the tenancy but submitted that this was the result of normal wear and tear over more than three years living in the unit with two children and a dog. He testified that the carpets had been cleaned and shampooed, that there were already some stains visible at move-in, and that the Landlords had told him they intended to replace the carpets with hardwood in any event. He argued that the carpet could have been cleaned rather than replaced and that the Landlords were using this opportunity to upgrade the flooring at his expense.
11. I have considered the Former Tenant's evidence and submissions. However, comparing the move-in photographs with the move-out photographs/videos, I find that the extent of staining and soiling at the end of the tenancy is well beyond what would reasonably be expected from normal use over the length of this tenancy. The Landlords also filed an invoice and evidence that professional cleaners advised the carpet could not be restored to an acceptable condition. In these circumstances, I am not persuaded that cleaning would have been sufficient or that the Landlords are merely using this opportunity to upgrade otherwise serviceable flooring.
12. I am satisfied on a balance of probabilities that the condition of the lower-level and stair carpeting at move-out constitutes "undue damage" within the meaning of section 89 and that replacement of the carpet and under pad was reasonably required to return the unit to a rentable condition.
13. The Alexanian invoice for \$7,471.26 represents the actual cost incurred by the Landlords for removal and replacement of the carpet and under pad. Having regard to the age and condition of the carpet at move-in and the duration of the tenancy, I am satisfied that this amount represents a reasonable repair/replacement cost and does not result in an unfair betterment for the Landlords.

14. In addition to the carpet replacement cost, the Landlords claimed further amounts, including costs for painting, general cleaning and garbage removal, small repairs and supplies, travel and accommodation related to attending at the property from out of town, and November 2024 carrying costs such as a month of rental income and utilities.
15. While the evidence establishes that cleaning, painting and some repairs were carried out after the Former Tenant vacated, much of this work appears to relate to ordinary turnover between tenancies. The Landlords did not provide a clear breakdown separating repairs attributable to tenant-caused damage from general refurbishment. On the evidence before me, I am not satisfied that these claimed amounts have been proven as reasonable costs "to repair or replace damaged property" under section 89 of the Act.
16. The travel and accommodation expenses reflect the Landlords' personal decision to attend the property to carry out and supervise work. Those expenses are not themselves repair or replacement of property and are too remote to be compensable as "damage" under section 89.
17. The November 2024 carrying costs have also not been proven to be a direct consequence of the tenant-caused damage, as opposed to normal vacancy and turnover time.
18. For these reasons, the only portion of the Landlords' damage claim that has been proven under section 89 is the cost of carpet replacement in the amount of \$7,471.26. All other components of the claimed amounts are dismissed.
19. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,471.26 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 \$7,657.26.
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 7, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.