



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: Thompson v Brayley-Brisson, 2026 ONLTB 2577

Date: 2026-01-05

File Number: LTB-L-076800-24

In the matter of: 1338 Pinehurst Avenue
Oshawa ON L1H8G5

Between: Paul Thompson Landlord

And

Jennifer Brayley-Brisson
Gaston Brisson Former Tenant

Paul Thompson (the 'Landlord') applied for an order requiring Gaston Brisson and Jennifer Brayley-Brisson (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.

Paul Thompson (the 'Landlord') applied for an order requiring Gaston Brisson and Jennifer Brayley-Brisson (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 August 13, 2025.

The Landlord and the Tenant, Gaston Brisson, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven, on a balance of probabilities, that the Former Tenants failed to pay certain water and sewer charges they were required to pay under the tenancy agreement. However, the Landlord has not proven that the Former Tenants caused undue damage to the rental unit or residential complex within the meaning of the *Residential Tenancies Act, 2006* (the "Act"). Therefore, the application is granted in part as set out in this order.
2. 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.

3. These documents were served on July 7, 2025, by regular mail to the Former Tenants' current residential address. For the purposes of the Act and the Board's Rules, the documents are deemed to have been served on July 12, 2025, which is more than 30 days before the August 13, 2025 hearing date.
4. The Former Tenants vacated the rental unit on September 30, 2023.

Compensation for unpaid utility costs

5. Under the tenancy agreement, the Former Tenants were responsible for paying the water and sewer charges for the rental unit.
6. The Landlord submitted into evidence a water and sanitary sewer bill issued by the Regional Municipality of Durham for the service address of the rental unit, covering the period from May 26, 2023 to September 25, 2023, in the total amount of \$293.41. The bill shows a balance that remained unpaid.
7. The Former Tenants did not dispute responsibility for these water and sewer charges or that the bill remained unpaid.
8. Based on the uncontested evidence, I find that the Former Tenants failed to pay water and sewer costs that they were required to pay under the terms of the tenancy agreement and that the Landlord has incurred reasonable out-of-pocket expenses of \$293.41 as a result of this failure.

Compensation for damage

9. The Landlord claims 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. The Landlord's allegations included, among other things, cracked kitchen floor tiles, stained basement and bedroom carpet, missing or damaged window screens, minor damage to walls, trim and door frames, changes to interior locks and doors, wear to hardwood flooring, a malfunctioning dishwasher and yard conditions following the Former Tenants' move-out.
10. The Former Tenants, through Mr. Brisson, testified that they left the rental unit clean and in good repair at the end of the tenancy, apart from ordinary wear and tear after a lengthy tenancy. They filed a video walkthrough of the unit taken shortly before move-out, statements from neighbours who inspected the home and yard with them, and documentation confirming that cleaning and minor repairs were completed before vacating.
11. Having considered all of the evidence, including the length of the tenancy (approximately nine years), the age and condition of the finishes described by the Landlord, the Former Tenants' video and supporting witness statements, and the nature of the alleged damage, I find that the Landlord has not proven, on a balance of probabilities, that the Former Tenants wilfully or negligently caused "undue damage" to the rental unit or residential complex, as required by section 89 of the Act. The majority of the items identified by the Landlord relate to normal wear and tear, routine maintenance, or improvements that the

Landlord chose to carry out at the end of a long tenancy, rather than damage caused by the Former Tenants.

12. In addition, for a number of items the Landlord did not provide reliable evidence of the actual costs incurred to repair damage attributable to the Former Tenants, as opposed to general refurbishment or upgrades.
13. For these reasons, the Landlord's claim for compensation for damage to the rental unit or residential complex is dismissed.

Rent Deposit

14. The Landlord collected a last month's rent deposit of \$1,495.00 from the Former Tenants at the beginning of the tenancy. The deposit was applied to the rent for the last month of the tenancy. As the deposit has been used in this way, the Landlord is no longer holding a last month's rent deposit.
15. The Landlord acknowledged that annual interest on the last month's rent deposit was not paid to the Former Tenants during the tenancy. Interest is therefore owing to the Former Tenants for the period from October 1, 2014 to September 30, 2023. Based on the Board's yearly guideline interest rates, the total interest owing on the last month's rent deposit is \$218.27. I have set off this amount against the amount the Former Tenants are required to pay.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$293.41, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid water and sewer utility costs.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord shall pay to the Former Tenants \$218.27 for interest on the last month's rent deposit. This amount is deducted from the amount the Former Tenants are required to pay under this order.
4. The total amount the Former Tenant owes the Landlord is \$276.14.
5. 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 5, 2026
Date Issued

Colin Elsby
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.