



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-033830-25

In the matter of: 2387 Foresters Falls Road
Foresters Falls ON K0J1V0

Between: Christopher Whalen Landlord

And

David Kent Former Tenant
Nancy Clarke

Christopher Whalen (the 'Landlord') applied for an order requiring David Kent and Nancy Clarke (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Christopher Whalen (the 'Landlord') applied for an order requiring David Kent and Nancy Clarke (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 8, 2025.

The Landlord and the Landlord's wife attended the hearing.

As of 10:34 am the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
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. These documents were served on October 29, 2025 by mail. The Landlord testified he discovered the Former Tenants current residence when he was taking his son to swimming lessons and saw the Former Tenants in a house across the street. The Landlord stated he recognized the Former Tenant's vehicles in the driveway and had witnessed the Former Tenants at the residence on many several occasions.
5. I find the Landlord credible in his testimony and I am satisfied the Landlord has properly served the documents to the Former Tenants at their current residence by mail.
6. The Former Tenant vacated the rental unit on April 15, 2025.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord owned the rental unit at the time the application was filed with the Board.
9. The rental unit is a single family home with three bedrooms, and two bathrooms on two acres of land. The Former Tenants had access to the entire home.

Rent and daily compensation

8. The lawful rent was \$1,845.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$60.66. This amount is calculated as follows: $\$1,845.00 \times 12$, divided by 365 days.
10. The Former Tenant have not made any payments since the application was filed.
11. The tenancy ended on April 30, 2025 as a result of the Former Tenant moving out in accordance with a notice of termination N11 signed by the Former Tenants. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The Landlord claims the rent arrears and daily compensation owing to April 30, 2025 are \$2,790.00.
13. The Landlord stated that he served the Former Tenant an N4 notice for nonpayment of rent and eviction. The Former Tenant informed the Landlord they could not leave so the Landlord allowed the Former Tenant to stay and the parties signed an N11 notice with a termination date of April 30, 2024.
14. The Landlord stated the Former Tenant informed the Landlord they could not afford to pay him his rent for March 2024 and April 2024 and save money for a first and last months rent deposit on a new rental unit.
15. The Former Tenants vacated owing the two months of rent.
16. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears of rent owing for March 2024 and April 2024.

Compensation damage

15. The Landlord claims the Former Tenant willfully or negligently caused undue damage to the rental unit or residential complex. The Landlord claims the Former Tenant left the rental unit in a state of uncleanliness and the Landlord hired a cleaner to clean the rental unit.
16. The Landlord claims he incurred reasonable costs of \$250.00 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
17. I do not find that cleaning meets the definition of damage under the Act. The Act allows a Landlord to claim compensation for damage for: "...repair of or, where repairing is not reasonable, the replacement of damaged property..." In my view cleaning does not constitute anything that could be compensated for that requires repairing or replacing.
18. Therefore, this portion of the Landlord's claim must be dismissed.

Rent deposit

19. The Landlord collected a rent deposit of \$900.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
20. Interest on the rent deposit, in the amount of \$43.15 is owing to the Former Tenant for the period from May 31, 2023 to April 30, 2025.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
23. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,790.00, which represents rent and compensation owing up to April 30, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

3. The Landlord owes \$943.15 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 \$2,032.85*. 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 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Greg Brocanier
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 April 30, 2025	\$2,790.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$43.15
Total amount owing to the Landlord	\$2,032.85