



**Order under Section 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-093461-24

In the matter of: 721 ROOSEVELT DR
KINGSTON ON K7M8V3

Between: Carol Hastings Knowles Landlord

And

Matthew Freeman Former Tenant
Dominique Spencer-Freeman

Carol Hastings Knowles (the 'Landlord') applied for an order requiring Matthew Freeman and Dominique Spencer-Freeman (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Carol Hastings Knowles (the 'Landlord') applied for an order requiring Matthew Freeman and Dominique Spencer-Freeman (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 October 8, 2025.

Only the Landlord and the Landlord's legal representative, Daniel Moak, attended the hearing.

As of 9:57am, 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 has proven the allegations contained in the application on a balance of probabilities. Therefore, the application is granted.

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. These documents were served on May 8, 2025 by mailing to the Former Tenant's current address.
4. The Former Tenant vacated the rental unit on November 30, 2023.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for substantial interference

6. The Landlord testified that when the Former Tenants moved out, they left a very large quantity of garbage, bags of household refuse, broken furniture and personal belongings piled in the driveway and around the exterior of the property as well as throughout the interior of the home. She filed numerous photographs showing large piles of black garbage bags, discarded household items and debris both outside and inside the unit.
7. The Landlord explained that she was not able to re-rent the unit until all of this garbage, debris and refuse was removed and the home was thoroughly cleaned. To do this she hired JustJunk, D.G. Maintenance and Myers Cleaning Solutions.
8. The JustJunk invoice dated December 1, 2023, and the related charge summary show charges of \$2,109.71 for junk removal at the property on December 1 and 2, 2023. The D.G. Maintenance invoice dated December 7, 2023, confirms a charge of \$2,486.00 for junk removal and related clean-up at the property. The Myers Cleaning Solutions invoice dated December 15, 2023, records a further \$1,808.00 for cleaning services performed on December 12 and 14, 2023. These invoices total \$6,403.71.
9. I accept the Landlord's evidence that this work was required because the Former Tenants failed to clean the property prior to moving out and left a large amount of garbage and property behind. The volume and condition of the materials shown in the photographs is far beyond what would reasonably be expected upon a normal move-out.
10. I find that by leaving the unit in this condition, the Former Tenants substantially interfered with the Landlord's reasonable enjoyment of the residential complex and with her lawful right to re-rent the unit. The Landlord has proven, on a balance of probabilities, that she incurred reasonable out-of-pocket expenses of \$6,403.71 for junk removal and cleaning as a result of that substantial interference.

Compensation for damage

11. The Landlord testified that when she inspected the rental unit after the Former Tenants moved out, she discovered a significant cockroach infestation throughout the house. The Former Tenants had not informed her of the infestation while they were living in the unit.

12. The Landlord relies on two invoices from Marin Pest Management dated December 7 and December 14, 2023. The December 7, 2023 invoice in the amount of \$3,164.00 describes an inspection showing heavy cockroach infestation and extensive treatment of baseboards, crevices and cabinet nooks, including follow-up service. The December 14, 2023 invoice in the amount of \$904.00 describes additional treatment in response to continuing cockroach activity. These two invoices total \$4,068.00.
13. The Landlord explained that the pest control contractor refused to treat the unit effectively without removing the carpets and that, in any event, the carpets could not be cleaned and were damaged by the Former Tenants' conduct. I accept this explanation.
14. On this evidence, I find that the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit by allowing a heavy cockroach infestation to develop and by permitting pets to urinate and defecate on the carpets to the point that they were destroyed. This damage is well beyond ordinary wear and tear.
15. I also find that the Landlord incurred reasonable costs of \$7,590.31 to remediate this damage, representing \$4,068.00 for pest control and \$3,522.31 for carpet replacement, as detailed in the invoices described above. These expenses were reasonably necessary for the Landlord to restore the unit to a condition where it could be safely re-rented.
16. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,403.71, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
2. The Former Tenant shall also pay to the Landlord \$7,590.31, 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 \$14,180.02*. 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 19, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Substantial Interference Costs	\$6,403.71
Damage Costs	\$7,590.31
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,180.02