



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Brousseau v Trudell, 2026 ONLTB 4820

Date: 2026-01-20

File Number: LTB-L-076043-24

In the matter of: 29 BLACKBURN DR
CORNWALL ON K6H0B5

Between: Nicolas Brousseau
Jonathan Brousseau
Landlords

And

Corey Trudell
Melissa Macleod
Former Tenants

Nicolas Brousseau and Jonathan Brousseau (the 'Landlords') applied for an order requiring Corey Trudell and Melissa Macleod (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords also applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The Landlords also applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on December 23, 2025.

Only the Landlords attended the hearing.

As of 9:50 a.m., the Former Tenants 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 Landlords' evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$8,948.94, which represents the rent arrears (\$9,000.00) owing, costs (\$1,000.00) incurred by the Landlord for junk removal, and the cost (\$186.00) for filing the application. The rent deposit and interest owed on the deposit have been deducted from the amount claimed in the application.
2. I am satisfied that the Landlords 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. I am satisfied that the Landlord served the Former Tenants 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 November 19, 2025 by email as granted by the LTB.
5. The Former Tenants vacated the rental unit on October 1, 2023.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,250.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on October 1, 2023 as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to October 1, 2023 are \$10,073.97.
13. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

Rent Deposit

14. The Landlords collected a rent deposit of \$2,250.00 from the Former Tenants and this deposit is still being held by the Landlord.
15. Interest on the rent deposit, in the amount of \$61.03 is owing to the Former Tenants for the period from September 1, 2022 to October 1, 2025.

Claim for substantial interference

16. At the hearing, the Landlords stated they were no longer pursuing the claim of substantial interference against the Former Tenants and requested this claim be dismissed. The Landlords' request to dismiss the substantial interference claim was granted.

Compensation for damage

17. In their testimony, the Landlords stated that the Former Tenants left multiple bags of garbage and various unwanted items inside the rental unit. They also reported that additional garbage, debris, and discarded belongings were left in the backyard and garage. The Landlords submitted several photographs as evidence showing the condition of the property and the items abandoned after the Former Tenants vacated.
18. The Landlords also submitted an invoice dated October 5, 2025, in the amount of \$1,000.00, from a local junk removal company as evidence. The Landlords testified this invoice was paid on the same day.
19. Based on the evidence and submissions before me, I am satisfied that the Landlords incurred costs totaling \$1,000.00 as a result of the Former Tenants' negligence in failing to remove all of their belongings and in leaving garbage both inside and outside the rental unit.
20. As a result, the Landlords' application for rent arrears and compensation for damage is granted.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$10,073.97, which represents rent and compensation owing up to October 1, 2023.
2. The Former Tenants shall also pay to the Landlords \$1,000.00, which represents the reasonable costs the Landlords incurred as a result of the damage.
3. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
4. The Landlords owe \$2,311.03 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 Tenants.
5. The total amount the Former Tenants owe the Landlords is \$8,948.94*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlords the full amount owing on or before January 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Susan Priest
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 October 1, 2023	\$10,073.97
Damage Costs	\$1,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$61.03
Total amount owing to the Landlord	\$8,948.94