



## **Order under Section 89 Residential Tenancies Act, 2006**

**File Number:** LTB-L-067972-24

**In the matter of:** Lower unit, 161 SILAS BLVD  
KESWICK ON L4P2K2

**Between:** Trevor Comeau Landlord

**And**

Nolan Hartlief Former Tenant  
Amberly Subtelny

Trevor Comeau (the 'Landlord') applied for an order requiring Nolan Hartlief and Amberly Subtelny (the 'Former Tenants') 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 January 6, 2026 at 09:00 am.

Only the Landlord attended the hearing.

As of 09:30 am, the Former Tenants were 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 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 20, 2025 by email as approved by the Board on December 2, 2024 pursuant to the Landlord's request of August 22, 2024..

5. The Former Tenant vacated the rental unit on July 10, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

### **Compensation for damage**

8. It was the Landlord's testimony that after regaining possession of the rental unit on July 10, 2024, they conducted an inspection and discovered extensive damage to the property that went beyond normal wear and tear. This included holes in the walls and doors, this was supported by pictures and video entered in evidence.
9. Based on the above uncontested evidence, namely the pictures and video, the Former Tenants, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
10. The Landlord incurred reasonable costs of \$6,924.81 to repair the damage and or replace property that was damaged and cannot reasonably be repaired. Specifically, this was supported by receipts and invoices entered in evidence.

### **Rent Deposit**

12. There is no last month's rent deposit.

### **It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$6,924.81, 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 Tenants owes the Landlord is \$7,110.81\*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before January 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

**January 19, 2026**  
**Date Issued**

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Kelly Delaney  
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:**

|                                    |            |
|------------------------------------|------------|
| Damage Costs                       | \$6,924.81 |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$7,110.81 |