



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

File Number: LTB-L-086069-24

In the matter of: 330 Fitzgerald st
Thunder Bay ON P7A2P2

Between: Anna-Marie Pugliese-McDevitt Landlord

And

Alvin Mcdonald Former Tenant
Faye McDonald

Anna-Marie Pugliese-McDevitt (the 'Landlord') applied for an order requiring Alvin Mcdonald and Faye McDonald (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Anna-Marie Pugliese-McDevitt (the 'Landlord') applied for an order requiring Alvin Mcdonald and Faye McDonald (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 January 6, 2026, at 09:00 am.

The Landlord and the Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
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 November 30, 2025, by handing them to the Former Tenants.

5. The Former Tenant vacated the rental unit on October 1, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$1,025.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$33.69. This amount is calculated as follows: $\$1,025.00 \times 12$, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. It was the Landlord's testimony that they were owed \$1,025.00 representing the rent for September 2024. However, it was undisputed that the Former Tenant's vacated as a result of a N12 Notice to terminate the tenancy, and that the Landlord contrary to subsection 48.1 of the Act, failed to compensate the Former Tenants one month's rent compensation. Accordingly for this reason I am not satisfied the Landlord has proven their claim in this regard and must dismiss this portion of their application as the Former Tenants were owed a month's compensation.

Compensation for damage

15. It was the Landlord's testimony that after the Former Tenant's vacated, they discovered damages that went beyond normal wear and tear. Specifically, they cited holes in the walls, around the windows, inside the pantry, above the bathroom vanity, where the mirror was, and above stove from the Former Tenants removal of the microwave, which in their submission was their property. They also claimed that the Former Tenants left the property dirty, specifically, the rug. It was also their submission that the Former Tenants had damaged the driveway.
16. They supported their submission with pictures reportedly taken shortly after the Former Tenants vacating and an invoice dated January 10, 2024, and a screenshot of a microwave that in their submission was comparable to the one the Former Tenants allegedly stole. The total amount sought pursuant to their application was \$5,943.60.
17. The Former Tenants testified that they had previously owned the property a duplex, and that the damage reflected pre-existed the Landlord purchasing the property in 2008, and the commencement of the tenancy. They testified the damage was known to the Landlord's now deceased husband who had inspected the property prior. Specifically, they testified that the hole in the pantry was from a stairwell they had installed when they occupied both the upper and lower units. The damage to the walls, around the windows, in their submission constituted normal wear and tear from pictures and window coverings which they purchased. They denied stealing the microwave and bathroom mirror, testifying they purchased it after the tenancy commenced.
18. In response the Landlord reiterated their previous testimony, could not recall conducting an inspection of the property prior to purchase but testified their husband would have informed them of the damage if it was noted at time of purchase.

19. Having considered the above testimony, evidence and for the reasons that follow, the Landlord did not prove that 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.
20. First, it was uncontested that the Landlord had purchased the property with their husband, and that their husband had inspected it prior. As such the Landlord's testimony that the alleged damage to the pantry did not exist prior amounts to hearsay and therefore, I give it little weight.
21. Secondly the pictures presented by the Landlord lack any date or time stamp and having reviewed them in detail, I am satisfied that the other damages depicted amount to wear and tear that could be expected in a tenancy of 18 years or more. As to the issue of the microwave and mirror, the onus to prove their case lies with the Landlord and in the absence of a purchase and sale agreement denoting these items were included I am not satisfied the Landlord has done so. Accordingly for this reason and those above I must dismiss the Landlord's application.

Rent Deposit

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

It is ordered that:

1. The Landlord's application is dismissed.

January 22, 2026

Date Issued

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.