



Order under Section 88.2 / 89 Residential Tenancies Act, 2006

Citation: 2015429 Ontario Inc. v Cave, 2026 ONLTB 5371

Date: 2026-01-21

File Number: LTB-L-014845-25

In the matter of: 6 BREMONT WAY
WASAGA BEACH ON L9Z2H3

Between: 2015429 Ontario Inc. Landlord

And

Jahrome Cave Former Tenant

2015429 Ontario Inc. (the 'Landlord') applied for an order requiring Jahrome Cave (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring 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 12, 2026. Only the Landlord's Agent, Gary Breda, Represented by Tigran Sandukchyan, attended the hearing.

As of 9:47 a.m., 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:

Preliminary Issues:

1. The Landlord seeks to amend the L10 application from \$10,317.41 to \$10,370.51. This change is reflected by the utilities claim increasing from \$363.29 to \$1,445.47 and by a reduction to the damages claimed from \$9,768.12 to \$8,739.04.
2. The reduction in *damages* claimed from \$9,768.12 to \$8,739.04 is not prejudicial to the Former Tenant. Therefore, I granted the Landlord's request to amend the damages claim.

3. However, the Landlord did not serve the amended L10 application on the Former Tenant. Therefore, the increase to the *utilities* claimed, as it raises the overall claim of the L10 application, is prejudicial to the Former Tenant.
4. The Landlord submits that the Schedule A which had been attached to the original L10 application filed with the LTB and subsequently served on the Former Tenant included the claim for utilities which was correctly stated as \$1,445.47. Therefore, the Landlord submits that the Former Tenant was not prejudiced by the inadvertent error made on the application.
5. In reviewing the application, it does refer the reader to Schedule A and the Schedule correctly reflects the amount sought.
6. The Divisional Court's findings in *Beaugé v. Metcap Living Management Inc.*, 2012 ONSC 1160, at p.11, states:

“In the circumstances and **without any amendment to the relief claimed, it was unfair to the landlord to make such an award without adequate notice and without proper submissions.** This denial of procedural fairness constitutes an error of law.”

[Emphasis added]

7. Given the Divisional Court's guidance in *Beaugé*, I am not persuaded that the application can be amended to be an amount greater than what was already claimed without first having served a copy of the amended application to the Former Tenant.
8. However, I do not believe that the Former Tenant would be prejudiced by limiting the claim to the amount as originally stated whether or not the claims stems from unpaid utilities or damages.
9. Therefore, I am granting the Landlord's request to amend their application in-part but limit the entire claim to \$10,317.41 as originally stated. The L10 application has been amended to claim \$1,392.37 for unpaid utilities.

Landlord's L10 application

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$4,432.68, comprising \$993.53 for utilities and \$3,499.15 for damages.
2. 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.
3. These documents were served on December 13, 2025, in person to the Former Tenant's current residence.
4. The Former Tenant vacated the rental unit on November 1, 2024.

Utilities

5. The Landlord submitted the Former Tenant's lease into evidence which states that the Former Tenant was responsible for paying utilities. Two invoices, one from Enercare dated January 19, 2025, for \$363.29; the other from the Town of Wasaga Beach, dated November 27, 2024, for \$570.24, were submitted into evidence.
6. Therefore, I am satisfied, on a balance of probabilities, that the Former Tenant failed to pay the utilities as required under the terms of the lease. However, I find that the Landlord provided invoices from the utilities totalling \$933.53. Therefore, I do not find that the Landlord provided sufficient evidence to demonstrate the amount claimed in the application.
7. The Former Tenant shall pay to the Landlord \$933.53 for the Landlord's reasonable out of pocket expenses as a result of the Former Tenant's failure to pay for electricity and water.

Damages

8. For the following reasons, I find that the Landlord has proven some of their claim that the Former Tenant wilfully or negligently damaged the rental unit. Therefore, the Former Tenant shall pay to the Landlord \$3,499.15.
9. The Landlord seeks reimbursement for costs associated with wilful or negligent damage to the rental unit:
 - New carpeting \$2,893.16
 - Replacement smoke detectors \$81.25
 - Removing garbage from the rental unit \$3,418.25; Industrial garbage bin rental \$524.38
 - New lock and locksmith totalling \$914.08
8. Subsection 89(1) of the Act, says:

"A landlord may apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, **where repairing is not reasonable, the replacement of damaged property**, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit."

[Emphasis added]

9. This provision means that to succeed on an application like this a landlord must establish:
 - There was property damage to the rental unit or residential complex;

- The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
- The damage was a result of wilful or negligent conduct.

Carpeting

10. The Landlord testified that the rental unit was built in 2019, and the carpeting was brand new. There had been one family in the rental unit prior to the tenancy with the Former Tenant commencing in October 2023. When the family left, the Landlord inspected the rental unit and found the carpeting to be in very good condition.
11. However, the Landlord states he had heard from neighbours of the rental unit that the Former Tenant had been breeding dogs in the rental unit. After the tenancy ended, the Landlord found the carpeting to be soaked in urine and fecal matter and stained. He states the smell was so pervasive, because it soaked through the carpeting and under pad, that it necessitated replacement as he would not have been able to re-rent the unit. Even after removing the carpet, the plywood floor still retained the odour. Photos submitted show various stains in the upstairs bedrooms.
12. Based on the Landlord's uncontested evidence, I am satisfied that the Former Tenant wilfully or negligently damaged the carpeting. A reasonable tenant knows, or ought to know, it is not appropriate to allow pets to urinate or defecate inside, particularly on carpeted surfaces, and if this does happen, it must be cleaned immediately.
13. Pursuant to [Ontario Regulation 516/06](#), the useful life of carpeting is 10 years. The tenancy terminated in 2024. Thus, the carpeting was five years old and had five years of useful life remaining. Therefore, the Landlord is entitled to \$1,446.58 ($\$2,893.16/10 \times 5$).

Smoke Detector(s)

14. The Landlord submits that the Former Tenant removed the smoke detectors, and they could not be located. He purchased new smoke detectors for \$81.25 for which he produced a receipt.
15. Given the Landlord's uncontested testimony, I am satisfied that the Landlord had to replace the smoke detectors which were missing from the rental unit. I also find that a reasonable tenant knows, or ought to know, that it is dangerous to remove smoke detectors. An order shall issue.

Garbage Removal and Bin Rental

16. The Landlord seeks \$3,942.63 for the cost of having the garbage removed from the rental unit and the cost of an exterior bin rental. The Landlord submitted invoices corroborating the expenses. Photos show a relatively large number of items left in the unit including furniture, clothing, etc.

17. I find that the Former Tenant should have removed his personal belongings from the rental unit. In my view a reasonable tenant knows, or ought to know, that they should not leave behind belongings in a volume so extensive that it took three individuals 11 hours to remove the items left behind.
18. Removing garbage from a rental unit is only compensable when there is damage to the rental unit which cannot be attended to until the garbage is cleaned up first. In this case, the upper floor of the house could not have replacement carpeting laid until the items were removed from the rental unit.
19. This claim is made pursuant to s.89(1) of the Act, rather than s.88(1). Essentially what that means is that simply removing garbage is not wilful or negligent damage to the rental unit, whereas the clean up may have been fully compensable if the claim was made under substantial interference with the Landlord's lawful rights.
20. Therefore, I can only award the costs of removing the garbage for the portion of the rental unit where the carpeting had to be replaced. Based on the photos, I estimate the area covered by carpeting which had to be replaced to be 50% of the total rental unit. Therefore, the Landlord is entitled to 50% of the claim, which I calculate to be \$1,971.32.

Locksmith

21. For the same reasons above, this claim cannot be successful. Replacing a lock and engaging with a locksmith is not wilful or negligent damage to the rental unit pursuant to s.89(1) of the Act. No order shall issue.
22. The total the Former Tenant owes the Landlord is \$4,432.68.
23. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$933.53, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$3,499.15, 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 Landlord owes \$2,400.00 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.
5. The total amount the Former Tenant owes the Landlord is \$2218.68*. See Schedule 1 for the calculation of the amount owing.

6. If the Former Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026

Date Issued

Jane Dean

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:

Utility Costs	\$933.53
Damage Costs	\$3,499.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Total amount owing to the Landlord	\$2,218.68