



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Presta Holdings Corporation v Knarr, 2026 ONLTB 6810

Date: 2026-01-23

File Number: LTB-L-020490-25

In the matter of: 4, 283 10TH St East
Owen Sound ON N4K1S4

Between: Presta Holdings Corporation Landlord

And

Wade Belanger Former Tenants
Charlene Knarr

The Landlord applied for an order requiring 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 12, 2026. Only the Landlord's Agent, Jonathan Harris, attended the hearing.

As of 9:58 a.m., 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. Therefore, the Former Tenants shall pay to the Landlord \$997.02.
2. I am satisfied that the Landlord 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 December 8, 2025, by e-mail. I am satisfied that these documents came to the attention of the Former Tenants because the Landlord provided a copy of an email read receipt.

Arrears to the Date of Termination

5. The Former Tenants vacated the rental unit on February 15, 2025.
8. The lawful rent was \$1,350.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: $\$1,350.00 \times 12$, divided by 365 days.
8. The Former Tenants have not made any payments since the application was filed.
9. The tenancy ended on February 15, 2025, as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. There was evidence before me that the Former Tenants terminated the tenancy in accordance with having received an N4 Notice of Termination and had notified the Landlord that he had left the rental unit on February 15, 2025.
10. The Landlord stated he had not entered the rental unit until after the termination date of February 28, 2025, despite having been advised that the Former Tenants had left. Regardless, the Landlord sought arrears of rent to March 31, 2025.
11. However, where a notice of termination specifies a termination date, and the tenant vacates the rental unit in accordance with that notice, the tenant's obligation to pay rent ends on that date. The tenant is no longer required to provide notice pursuant to s. 44 and s. 47 of the Act.
12. Section 134(1.1) of the Act states that no landlord shall, directly or indirectly, propose to collect or require from a former tenant any amount of rent for any period after the tenant has terminated the tenancy and the tenant has vacated the rental unit. There was no reason for the Landlord, whether keys had been returned or not, not to provide a notice to enter to confirm whether the Former Tenant was still in possession after the Former Tenant gave verbal notice he had vacated.
13. Further still, the Act is clear that the Former Tenants' obligation to pay rent ends when the Former Tenants vacates the rental unit because they had been given a notice of termination to terminate the tenancy, as they were in this situation.
14. The rent arrears and daily compensation owing to February 15, 2025, are \$665.70.
15. Interest on the rent deposit, in the amount of \$29.68, is owing to the Former Tenants for the period from April 1, 2024, to February 15, 2025.
16. The Landlord collected a rent deposit of \$1,350.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.

Damages*Applicable Law*

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.

17. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

15. The Landlord testified that the carpet had been in “pristine” condition at the time the tenancy began. However, the Former Tenants had pets inside and there was extensive urine and fecal matter imbedded in the carpet. Despite efforts to clean the carpeting, it was not salvageable and necessitated replacement. The Landlord’s evidence was that the carpeting had been brand new in 2018.

16. The Landlord provided photos of the rental unit. Although the photos do not depict extensive damage to the carpeting, I accept his oral testimony that it could not be salvaged. I say this because he provided a quote for the work that was done in the rental unit and the quote refers to removal of the carpet and underlay and odour remediation. Further, there were pet feces and “pee pads” strewn throughout different rooms.

17. I find that the Former Tenants caused damage which is not consistent with normal wear and tear and negligent. A reasonable tenant knows, or ought to know, that pets must be taken outside to use the washroom on a regular basis and pet accidents must be cleaned up thoroughly and promptly.

18. There are two issues with the quotation provided into evidence by the Landlord. First, the quote did not separate out the costs for each of the repairs or remediation work that was completed. Rather, it specified a lump sum of \$5,500.00 for various items including

repainting, removing the Former Tenants' belongings, removing and replacing the carpeting, and installing new flooring.

19. Second, the quote is for \$6,215.00, which includes HST. However, the L10 application claims only \$5,500.00. In the case of *Beaugé v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Divisional Court states that it is an error in law to award damages where none is claimed. In other words, the Board may not assess a monetary claim when one is not stated within the claim. Therefore, I have limited the claim to the amount states in the application.
20. Regardless, I find that 50% of the cost of the quote is reasonable, based on my experience and knowledge of similar claims, to remove and replace the carpeting which was approximately 600 square feet. Therefore, I find that the reasonable amount to remove and replace the carpeting is \$2,750.00.
21. Pursuant to [Ontario Regulation 516/06](#) the useful life of a carpet is 10 years. Given that the Landlord testified to the carpeting having been new in 2018, the carpeting had three years of useful life remaining. Therefore, I find that the Former Tenants owe the Landlord \$825.00 for damage to the carpeting. ($\$2,750.00/10 \times 3$). An order shall issue.
22. The Landlord also claims the costs associated with preparing and repainting the walls. His evidence was there was some sort of grease which could not be cleaned off. The rental unit had been freshly painted prior to the tenancy commencing.
23. I accept the Landlord's uncontested testimony that the rental unit had to be repainted, and that the paint could not be cleaned. Some areas also had significant scuff marks. The photos do depict some areas which are scuffed and stained.
24. As above, the issue again is that the cost to remediate the paint is not clearly set out. Therefore, based on my knowledge of similar cases, I find that \$500.00 is a reasonable amount to repaint the rental unit. The photos did not demonstrate that every wall needed to be painted, thus my estimate reflects the areas which appear to reasonably require remediation as shown in the Landlord's photos. An order shall issue.
25. The Landlord also made a claim for removing the Former Tenants' possessions in the rental unit. The photos show several items including a few pieces of furniture and loose items, for example a shoe rack and coat rack, which would have to be removed before the work on the floor could begin. Generally, garbage removal is not compensable under s. 89(1) of the Act unless removing the garbage was necessary to effect repairs. In this case, I find that these items would have to be removed for the necessary repairs to be affected. Further, I find that a reasonable tenant knows, or ought to know, that it is their responsibility to leave the rental unit in a clean condition without leaving furniture and other belongings behind.
26. However, as above, there was no specific amount specified for the removal of the garbage. In my view, the number of items left behind was not overabundant and could have been removed in about one hour by two individuals working together. As such, I find a nominal amount of \$200.00 to remove of the belongings so repairs to the carpet could be completed is reasonable. An order shall issue.

27. The total the Former Tenants owe to the Landlord for damage and damage-related costs is \$1,525.00.

28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$665.70, which represents rent and compensation owing up to February 15, 2025.
2. The Former Tenants shall also pay to the Landlord \$1,525.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,379.68 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 Landlord is \$997.02*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants does not pay the Landlord the full amount owing on or before February 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 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 Tenants must pay the Landlord:

Rent and Compensation Owing To February 15, 2025	\$665.70
Damage Costs	\$1,525.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the interest owed on the last month's rent deposit	- \$29.68
Total amount owing to the Landlord	\$997.02