



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

File Number: LTB-L-028221-25

In the matter of: 105 FOURTEENTH ST W
CORNWALL ON K6J3H9

Between: Normand Vachon Landlords
Linda Newman

And

Kyle Freeman Former Tenants
Désiré Rochon

Normand Vachon and Linda Newman (the 'Landlords') applied for an order requiring Kyle Freeman and Désiré Rochon (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords 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.

This application was heard by videoconference on November 12, 2025. The Landlords and the Former Tenants attended the hearing. The Landlords were represented by Lisa Lynn Duchene. Denis Seguin appeared as witness for the Landlords.

Determinations:

1. The Landlord's L10 application was filed on April 4, 2025, and alleges arrears of rent owing and costs to repair / replace undue damages to the rental unit.
2. 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. The Former Tenants vacated the rental unit on January 24, 2025. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent Arrears:

4. The Landlords withdrew this portion of the application at the hearing. As such, the matter proceeded to only hear the Landlords claim for willful / negligent damages.

Compensation for Damages:

5. As explained below, the Landlord proved some the allegations contained in the application on a balance of probabilities.
6. The Landlord's L10 application claims the following costs and damages:
 - Screen reparation - \$101.73
 - Toilet replacement - \$154.00
 - Kitchen counter replacement - \$169
 - Bedroom door replacement - \$101
 - Electric plugs replaced - \$4.72
 - Materials needed to repair - \$770.00
 - Denis Seguin restoration - \$2, 520.00
 - Replacing carpet and kitchen floor - \$7954.25
7. At the hearing, both the Landlords and their witness testified to and introduced photographs of damages to the bathtub and a kitchen cabinet door. As these items were not claimed on the application nor was there any request made to amend the application, these claims will not be considered in this order.
8. The Former Tenants moved into the rental unit on or about November 2016.
9. Denis Seguin provided oral testimony at the hearing and appeared as witness for the Landlords. Mr. Seguin is a contractor who has been employed by the Landlord to conduct renovations to the rental unit.
10. The Landlord Normand Vachon provided oral testimony on behalf of both Landlords.
11. Mr. Seguin and the Landlord testified that the screen to the backyard sliding door required replacement as it was ripped, broken and removed from the tracks. The Landlords submitted into evidence a photograph of the broken sliding screen door (LL exhibit #1). Mr. Seguin confirmed in his testimony that the sliding door had issues throughout the tenancy and the Landlord confirmed that the sliding screen door was replaced twice throughout the tenancy.
12. Mr. Seguin also testified that the toilet required replacement due to excessive calcium build up in the bowl, which could not be cleaned. The Landlords entered into evidence a picture of the toilet confirming the excessive staining (LL exhibit #2).
13. Both the Landlord and Mr. Seguin testified that the wood kitchen countertop required replacement due to burn marks. The Landlords submitted into evidence photographs of the damaged kitchen countertop (LL exhibit #3).
14. Both the Landlord and Mr. Seguin testified that the master bedroom door required replacement due to a hole / punch mark through the exterior portion of the door. The Landlords submitted into evidence a photograph of the damaged door (LL exhibit #4).
15. The Landlord and Mr. Seguin also testified that approximately 8 electrical outlets required the cover plates to be replaced due to either being removed or cracked. The Landlords

submitted into evidence three photographs of some of the damaged electrical outlet cover plates (LL exhibit #5).

16. Both the Landlord and Mr. Seguin also testified that the kitchen floor and carpets required replacement due to excessive damages caused by the Former Tenants. Mr. Seguin stated in his testimony that the bedroom and hallway carpets had an excessive odour due caused by the Former Tenant's pets, that the carpets were dirty and that they were "worn out". The Landlord stated that the carpets were replaced in 2015 and that the damages to them were not salvageable. The Landlords submitted into evidence photographs of the carpet in the bedrooms, front entrance and basement stairs landing (LL exhibit #6).
17. With respect to the kitchen floors, both the Landlord and Mr. Seguin confirmed that floors were over 30 years old and made from linoleum. The Landlords submitted into evidence photographs of the kitchen area confirming that a portion of the linoleum floors had peeled off (LL exhibit #7).
18. The Landlords also submitted into evidence several cheques payable to Mr. Seguin for the work conducted on the rental unit (LL exhibit #8). The cheques do not contain a memo outlining the scope of the work completed and further exceed the labour charges claimed on the application.
19. The Former Tenants did not dispute the damages to the kitchen countertop, the bedroom door or the electrical plug cover plates. The Former Tenants did however dispute the damages to the kitchen floor, the carpet, the toilet and the sliding screen door.
20. With respect to the kitchen floor, the Former Tenants stated that they had a table and chair over the damaged area and stated that this portion of the floor began peeling within the first year of the tenancy. The Former Tenants also stated that the Landlords advised them at the commencement of the tenancy that the floor was old and would be replaced at some point.
21. With respect to the carpet damages, the Former Tenants stated that although the carpet was dirty, that the carpet was lifting and curling due to reasonable wear and tear and further stated that their pets were trained to not urinate or defecate inside of the rental unit.
22. With respect to the screen door, the Former Tenants stated that this door experienced issues throughout the tenancy and frequently came off the tracks. The Former Tenants provided no explanation however as to why the screen portion of the door was ripped and / or removed from the door tracks at the time the tenancy terminated.
23. With respect to the claim of the damaged toilet, the Former Tenants maintained the position that this was due to reasonable wear and tear. The Former Tenants conceded to not cleaning the inside of the toilet bowl on a regular occasion.

Findings & Analysis:

24. The Landlord's claim for out-of-pocket expenses is filed pursuant to section 89(1) of the Act:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former 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,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

25. Based on the evidence and submissions before the Board I am not satisfied that the Former Tenants have wilfully and/or negligent caused undue damages to the carpet or kitchen floors in the rental unit. The photographs submitted into evidence and the oral testimony of the both the Landlord and their witness confirms that the kitchen floor was over 30 years old and that the carpet was also of age, worn out and beyond its normal weighted useful life cycle. The photographs of the carpet, although dirty, show signs that the carpet was lifting and wavy in many arears. I find that both these items required replacement due to normal wear and tear on the property and not due to the conduct of the Former Tenants.

26. I do find however that the Former Tenants have caused willful and/or negligent damages to the sliding screen door, the toilet, the kitchen countertop, the bedroom door and the electrical outlet covers.

27. The Former Tenants did not dispute the damages to the bedroom door, the kitchen countertop and the electrical outlet cover plates, and the photographs further confirm the damages as claimed on the Landlord's application.

28. With respect to the toilet damages, section 33 of the Act states that a tenant is responsible for ordinary cleanliness of the rental unit. The photographs and the Former Tenants testimony confirm that the toilet was not cleaned throughout the tenancy and as such, I find that the calcium buildup was due to the Former Tenant's neglect of their section 33 obligations.

29. With respect to the sliding screen door, although I accept the Former Tenants testimony that the door experienced maintenance concerns throughout the tenancy, the photographs submitted into evidence from the Landlord confirm that the screen portion of the door was ripped, and that the door frame was broken and removed from the tracks. This evidence suggests damages beyond normal wear and tear.

30. As such, the Landlords are entitled to reimbursement of the claimed out of pocket expenses in the amount of \$530.45 for the damages to the sliding screen door, the toilet,

the kitchen countertop, the bedroom door and the electrical outlet covers as outlined above.

31. With respect to the claim for the materials cost (770.00) and the restoration / labour costs (2,520.00), I find that the Landlords are only entitled to \$1,645.00 which represents half of these costs claimed as the Landlords did not prove that all the listed damages were willfully / negligently caused by the Former Tenants.
32. As such, the Former Tenants will be ordered to pay to the Landlords \$2,175.45 in costs to repair / replace the damaged property.
33. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
34. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$2,361.45, which represents the reasonable costs the Landlords incurred to repair and/or replace the damaged property and the costs of filing the application.
2. If the Former Tenants do not pay the Landlords the full amount owing on or before February 6, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026

Date Issued

Fabio Quattrociocchi

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.