



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

Citation: Murphy v Cass, 2026 ONLTB 8337

Date: 2026-01-29

File Number: LTB-L-020498-25

In the matter of: 19 LABINE CRES
PETAWAWA ON K8H2J1

Between: Kali April Murphy Landlord

And

Erica Cass Former Tenant

Kali April Murphy (the 'Landlord') applied for an order requiring Erica Cass (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$3,397.14.
2. The Former Tenant vacated the rental unit on October 1, 2024. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Arrears

3. The Landlord seeks unpaid rent for the period between July 1, 2024 to September 30, 2024. The Landlord is not seeking rent for the one additional day in October 2024 that the Tenant remained in the rental unit.

8. The lawful rent was \$1,200.00. It was due on the 1st day of each month.
9. The total rent charged for the three-month arrears period is \$3,600.00.
10. The parties agree that the only rent payment made for the arrears period is \$900.00 in July 2024.
11. Prior to subtracting the rent deposit, the rent arrears owing to September 30, 2024 are \$2,700.00.
12. The Landlord collected a rent deposit of \$1,200.00 from the Former Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$123.98 is owing to the Former Tenant for the period from August 1, 2018 to September 30, 2024. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Damage

Trim

15. The Landlord testified that there were holes throughout the baseboard trim in the rental unit. The Landlord provided a photograph that showed a part of a doorway's trim that was missing (DOC-6541077).
16. The Tenant agreed that she caused the damage to the missing trim seen in the photograph. The Tenant testified that she got locked out and had to break the door down. I find that the Tenant willfully caused the damage to the missing trim.
17. However, the Landlord led insufficient evidence to prove that the Tenant caused the other alleged damage to the trim. There were no photographs provided of the alleged holes in the trim. I did not find the Landlord's description alone sufficient to establish how many holes there were, their size, or what caused them. Without more information I'm not satisfied that the Tenant willfully or negligently caused the damage.
18. The Landlord provided an invoice (DOC-5206306) that shows the Landlord spent \$96.00 for all the trim repairs. The missing piece of trim on the door is a substantial amount of trim, but it is not the majority of the claim. The Landlord testified that there was damage to the trim throughout the rental unit. I find awarding 25% of the total costs for the trim in the amount of \$24.00 to be reasonable.

Drywall and Painting

19. The Landlord testified that there were holes and patches in the drywall in the rental unit. The Landlord provided photographs of an animal house that she said was permanently affixed to a wall causing holes, a photograph of a large hole in a wall, a photograph of two poorly patched holes under a light switch, a photograph of missing paint and cracked

drywall under a window, and a photograph of what looks like wood panelling with two holes in it (DOC-7183186).

20. The Tenant agreed that she did a bad job at patching the holes below the light switch. The Tenant could not recall why the other holes were in the wall.
21. I accept that the Tenant cause some damage to the drywall but not to the extent alleged by the Landlord. It is consistent with the ordinary activities of living that some minor holes will be caused to walls. For example, mounting a tv or hanging a photograph will cause small holes. However, three of the photographs show large holes not consistent with normal wear and tear. I also do not find the two poorly patched holes under the light switch to be consistent with normal wear and tear. The patches are large and it's not clear what ordinary activities of living would cause those holes. I also accept that affixing a large animal house would cause damage that is not consistent with normal wear and tear. I therefore find that the Tenant willfully or negligently caused the damage shown in all the pictures except one. I'm not satisfied that the Tenant caused the damage to the wall underneath the windowsill. That damage could be consistent with water damage from a faulty window or any number of other causes. I have insufficient evidence before me to find that the Tenant caused the damage under the window.
22. The Landlord's invoice (DOC-5206306) includes charges for 10 drywall patches. I accept that the photographs show 5 holes which would have needed patching and that the animal house would also have caused a few holes, although the exact amount is unclear because no photographs were provided of the actual holes. The Landlord led insufficient evidence to establish that there was any damage to the drywall beyond what is captured in the photographs. I therefore find it reasonable to award 75% of the \$500.00 cost to patch the drywall for a total of \$375.00.
23. The Landlord also seeks costs for painting the rental unit. I accept that after fixing damages to the rental unit walls painting was required. I therefore accept that some of the Landlord's painting costs are associated with the damage caused negligently or willfully by the Tenant. However, the Tenant lived there for 6 years, some of the need for new paint is because of the passage of time and wear and tear, and painting between tenants is common and associated with the normal costs of doing business. In those circumstances making the Tenant pay for the entire painting costs would not be reasonable. I find that 50% of the total \$2,450.00 painting costs in the amount of \$1,225.00 is appropriate for the painting associated with the damage caused by the Tenant.

Cover Plates

24. The Landlord testified that cover plates were damaged. The Landlord's invoice (DOC-5206306) has a \$75.00 charge for 5 cover plates. The Landlord led insufficient evidence to prove this claim. The Landlord provided no photographs of missing cover plates and the Landlord's testimony did not make clear what happened to the plates or how the Tenant caused the damage.

HST

25. The Landlord's invoice includes 13% HST for each item. This is a cost incurred by the Landlord directly related to the damage caused by the Tenant. It is therefore reasonable to include it in the amount ordered. However, as I've only awarded \$1,624.00 of the total \$3,121.00 sought, only \$211.12 of the total \$405.73 HST charged will be awarded. This means that the total from the Landlord's invoice being awarded is \$1,835.12.

Garbage and Furniture Removal

26. The Landlord also seeks costs for garbage and furniture removal. The Landlord alleges that these costs are associated with damage. I am not satisfied that these costs are related to any damage caused to the rental unit. The claim is therefore dismissed. The Landlord did not seek out of pocket expenses for substantial interference.

It is ordered that:

1. The Former Tenant shall pay the Landlord \$3,397.14. This amount includes \$2,700.00 for unpaid rent owing up to September 30, 2024, \$1,835.12 for the reasonable costs the Landlord incurred as a result of the damage, and \$186.00 for the cost of filing the application. The rent deposit and interest owed on the deposit in the total amount of \$1,323.98 is deducted from the amount owing by the Former Tenant.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026

Date Issued

Amanda Kovats

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.