



**Order under Section 87 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-036393-25

In the matter of: Main, 151 Springbank Drive
London ON N6J1E8

Between: Meaghan Maher Landlords
Rielly Maher

And

Angela Cooke
Terry Cooke Former Tenants

On May 2, 2025, Meaghan Maher and Rielly Maher ('MM' and 'RM' or collectively, the 'Landlords') applied for an order requiring Angela Cooke and Terry Cooke ('AC' and 'TC' or collectively, the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe. (L10 application)

As part of the L10 application, the Landlords also applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Finally as part of the L10 application, the Landlords applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that the Landlords 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 L10 application was heard on its merits by videoconference on December 22, 2025.

One of the Landlords, MM, and one of the Former Tenants, AC, attended the hearing. AC had wanted to consult with Tenant Duty Counsel ('TDC') prior to the hearing but no TDC entered into the hearing room at any point. AC understood that TDC services are not guaranteed on the day of a hearing, and she confirmed she was prepared to proceed with the merits hearing.

Determinations:

1. I am satisfied that the Landlords served the Former Tenants with the L10 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.

2. I am also satisfied that the Landlord served the Former Tenants with the L10 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 November 21, 2025 by email, which was a consented-to method of communication between the parties for tenancy notices, etc. (reference: LL#1-signed lease).
4. Finally, I am satisfied the L10 application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
5. The parties both agreed that the Former Tenants moved out of the rental unit on April 1, 2025, thus ending the tenancy.
6. MM confirmed that the Landlords were able to re-rent the unit for April 1, 2025, with the new tenants actually moving in on April 3, 2025.
7. MM also indicated the Landlords were willing to withdraw their "substantial interference" claims under the L10 but were still seeking an order for rent/compensation owing and for undue (wilful or negligent) damages. I was satisfied that this narrowing of the L10 application was not prejudicial to the Former Tenants and AC presented no objection.
8. Rent/compensation claim:- MM testified the parties entered into a 3-year term lease agreement (term November 1, 2024 to October 31, 2027). She submitted exhibit LL#1 into evidence which is a copy of the signed lease. LL#1 shows the monthly rent was \$2,600.00 and that a last month's rent deposit of \$2,600.00 was collected (on October 18, 2024 per the L10).
9. MM testified that in the third month of the tenancy, the Former Tenants gave the Landlords a 60-day notice that they were going to terminate the tenancy and move out. At that time, MM was pregnant and living 40 minutes away from the rental unit, she had to take prompt action to mitigate the Landlords' losses.
10. MM confirmed the L10 claim for the months of February 2025 and March 2025, which was that the Former Tenants only paid \$1,800.00 of the \$5,200.00 charged/owing for those two months. In other words, the Former Tenants owe the Landlords \$3,400.00 for February and March 2025.
11. AC was not certain about the amount owing, but AC did confirm the Former Tenants paid a total of \$1,800.00 (i.e. \$1,500.00 in February 2025 and \$300.00 in March 2025). AC explained the circumstances surrounding the Former Tenants' decision to move out – included submissions on TC (who is MM's father) being hit by a car and MM being on ODSP and finding out they simply could not afford to live in the rental unit any longer.
12. Based on the parties' submissions, I find the Landlords fulfilled their obligation to mitigate their losses (per section 16 of the *Residential Tenancies Act, 2006*) by finding a new set of tenants to move into the rental unit on April 1, 2025.
13. Also, I find the Former Tenants owe the Landlords \$3,400.00 for the February 2025 and March 2025 rental periods.

14. The Landlords collected a rent deposit of \$2,600.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenants are required to pay. As March 2025 was effectively the last month of the tenancy, the deposit and interest are to be applied for the March 1-31, 2025 period.
15. Interest on the rent deposit, in the amount of \$23.92 is owing to the Former Tenants for the period from October 18, 2024 to February 28, 2025.
16. Therefore, the net amount of rent owing by the Former Tenants to the Landlords up to March 31, 2025 is \$776.08.
17. Damages claim:- MM testified she inspected the rental unit on April 1, 2025 and submitted 36 photos of what she had found (exhibit LL#2). MM testified for a tenancy that lasted five months, she found undue damages to a number of walls, a door frame, shelves, window frames and baseboards. She also testified there was garbage left behind, a few miscellaneous items and there were areas of dirt that required deeper cleaning. MM also testified that she found a large amount of dog droppings in the back yard. She stated the unit smelled of marijuana and there was another odd odour she could not identify.
18. MM confirmed that she had to hire, and she ending up paying: a professional cleaning company to conduct a thorough cleaning and disposal of garbage, pet hair and personal items (exhibit LL#3- HellaMaid invoice \$565.00); a company to remove/clean the dog droppings (exhibit LL#4 – Dog Poop Removal invoice \$250.00); and a painting company to repaint the damaged areas of walls (exhibit LL#5- CertaPro Painters – invoice \$587.60). The Landlords claim a total of \$1,402.00 for the undue damage they had to repair/restore so that they could re-rent the unit to new tenants, but before me, MM confirmed that the Landlords would accept \$1,250.00 as the amount to be ordered – which is the lower amount originally identified in the L10 application.
19. AC provided rebuttal testimony, claiming the rental unit was not clean when the Former Tenants moved into the unit, and that on the day of move-out, the Former Tenants were rushed by the Landlords to move out. Due to the rush and the narrow stairway leading to the entrance, they inadvertently scuffed or scratched the walls there. AC explained she had installed her own curtains in the unit so when they moved out, she did take her curtains with her but left some minor damage to the trim. She also testified her dogs are on a raw diet but denied they caused all of the “poop” in the back yard- AC said there have been coyotes and deer that have sometimes ventured into the large back yard. AC confirmed her son does smoke marijuana but that he was required by them to smoke outside at all times.
20. Based on the parties' respective submissions, I find 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 property – namely to the walls, a door frame, shelves, window frames and baseboards as evidenced in the photos of LL#2.
21. I also find the Landlords incurred reasonable costs of \$1,250.00 to repair the undue damage or replace property that was damaged.

22. As the Landlords are successful with their L10 application, they are entitled to a reimbursement by the Former Tenants of the \$186.00 filing fee. (reference: LTB Interpretation Guideline no. 3)
23. AC provided submissions on the Former Tenants' ability to pay back to the Landlords the amounts owing for rent and undue damage. Essentially, AC indicated the Former Tenants would only be able to pay \$100.00 per month

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$776.08, which represents the rent and compensation owing up to March 31, 2025, less the last month's rent deposit and interest owing thereupon. See Schedule 1 for the calculation of the amount owing.
2. The Former Tenants shall also pay to the Landlords \$1,250.00, which represents the reasonable costs the Landlords incurred as a result of the undue damage. See Schedule 1 for the amount owing.
3. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the L10 application.
4. The total amount the Former Tenants shall pay to the Landlords is \$2,218.08. See Schedule 1 for the calculation of the amount owing.
5. The Former Tenants shall make the following payments to the Landlords in respect of the \$2,218.08 owing under paragraph 4 of this order:
 - **\$100.00 (arrears)** on or before **February 1, 2026** and every month thereafter on/before the **1st** day of each corresponding month for a total of 21 months, up to and including **October 1, 2027**; and
 - **\$112.08 (balance of arrears)** on or before **November 1, 2027**.
6. If the Former Tenants fail to make any one of the payments set out in paragraph 5 of this order, in full and on time, the full balance owing at the time of failed payment becomes due and payable immediately and the Former Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

January 27, 2026

Date Issued

Alex Brkic

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.

**Schedule 1
SUMMARY OF CALCULATIONS**

Amount the Former Tenants must pay the Landlords:

Rent and Compensation Owing To March 31, 2025	\$3,400.00
Less the amount of the last month's rent deposit	-\$2,600.00
Less the amount of interest on the last month's rent deposit (see Schedule 2 below for the calculation)	-\$23.92
Total rent/compensation owing to March 31, 2025	\$776.08
Undue Damage Costs to be paid by the Former Tenants	\$1,250.00
L10 Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$2,212.08

**Schedule 2
Interest on the Last Month's Rent Deposit**

For Period in	Start date	End date	Deposit held	# of days	Interest owing
2024 (2.5%)	October 18, 2024	December 31, 2024	\$2,600.00	75	\$13.36
2025 (2.5%)	January 1, 2025	February 28, 2025	\$2,613.26	59	\$10.56
			Total interest owing		\$23.92