



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-051469-24

In the matter of: 6471 ASH
NIAGARA FALLS ON L2G2H4

Between: JOHN MACPHERSON Landlord

And

Tracy Spoar Former Tenant

JOHN MACPHERSON (the 'Landlord') applied for an order requiring Tracy Spoar (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 November 18, 2025.

Only the Landlord attended the hearing.

As of 10:51 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:

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 \$2,711.00 on or before February 10, 2026.
2. I am satisfied that the Landlord served the Former Tenant 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. These documents were served on June 26, 2025 via regular mail.
4. The Former Tenant vacated the rental unit on May 6, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Damages

6. The Landlord testified that the Former Tenant caused negligent damage in the rental unit as a result of their dog urinating in the unit. The Landlord submitted photos taken on or around May 6, 2024, showing urine within the hardwood floor and the carpeted stairs. The Landlord asserts that the urine saturated into the subfloors, baseboards, and stair carpets resulting in a foul odour.
7. The Landlord testified that the stairs and baseboards were repaired in June 2024 and a copy of an invoice from Mike King & Son Contracting was submitted into evidence. The Landlord asserts that he incurred an expense of \$3,000.00 to repair the stairs plus \$675.00 to repair the baseboards.
8. The Landlord further testified that on consent of the parties, the Landlord allowed the Former Tenant to instal an above ground pool on the condition that the grass area be repaired and or replaced upon the Former Tenant vacating the unit. The Landlord testified that the Former Tenant left sand underlay throughout and failed to repair the grass. The Landlord testified that he incurred an expense of \$450.00 to remove 3 inches of sand underlay, to add topsoil and grass seed to repair the damaged grass. Photographs of the damage was submitted into evidence together with the invoice for the grass repair.
9. Based on the uncontested evidence before me, on a balance of probabilities, I find that The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by allowing their pet to urinate inside the rental unit and by failing to repair the backyard grass after removing their above ground pool.
8. The Landlord incurred reasonable costs of \$4,125.00 to repair the damage caused.

Rent Deposit

12. The Landlord collected a rent deposit of \$1,600.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit is applied to the amount the Former Tenant is required to pay.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,125.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,600.00 which is the amount of the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$2,711.00*. See Schedule 1 for the calculation of the amount owing.

5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Mayra Sawicki

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:

Damage Costs	\$4,125.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Total amount owing to the Landlord	\$2,711.00