



Order under Section 89 Residential Tenancies Act, 2006

Citation: Flindall v O'Shaughnessy, 2026 ONLTB 9644

Date: 2026-02-03

File Number: LTB-L-047413-24

In the matter of: 3, 288 Fourth Ave East
North Bay ON P1B1N2

Between: Shawn Flindall

Landlord

And

Bill O'Shaughnessy

Former Tenant

Shawn Flindall (the 'Landlord') applied for an order requiring Bill O'Shaughnessy (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 December 23, 2025.

Only the Landlord attended the hearing.

As of 9:31 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 the Landlord \$1,721.00 on or before February 14, 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, via personal service.
3. These documents were served on September 29, 2025 (Notice of Hearing) and June 4, 2024 (application) by personal service to the Former Tenant by the Landlord.
4. The Former Tenant vacated the rental unit on May 31, 2024.

5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. On June 6, 2024, the Landlord filed an L10 application to recover out-of-pocket expenses for damages that were discovered after the Former Tenant vacated. That application was filed under section 89 of the Act, which provide, in part:

Application for compensation for damage

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 willfully 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.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The Landlord is seeking, \$1,520.00 for reasonable costs the Landlord has incurred to repair or replace the property damaged by the Former Tenant, willfully or negligently by causing damage to the toilet, which required replacement, the changing of the lockset, and cleaning costs and garbage removal and disposal from the rental unit, which was a result of professional cleaning services over and beyond ordinary cleanliness from the uncontested testimony from the Landlord and the documentary evidence submitted.
7. The Landlord is also claiming the \$201.00 filing fee for this application.
8. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenant under section section 89 of the Act. The Landlord submitted uncontested evidence and uncontested testimony of the reasonable out of pocket expenses in relation to costs of \$1,520.00 to repair the damage and replace property that was damaged, as aforementioned, inclusive of professional cleaning.
9. On a balance or probabilities from the evidence provided the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential unit willfully or negligently caused undue damage to the rental unit as claimed by the Landlord.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,520.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,721.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Panagiotis P. Roupas
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	\$1,520.00
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$1,721.00