



Order under Section 89 Residential Tenancies Act, 2006

Citation: Thakur v Conte, 2026 ONLTB 12757

Date: 2026-02-18

File Number: LTB-L-008216-25

In the matter of: 3 KELSO DR
CALEDONIA ON N3W0B3

Between: Vikrant Thakur
Dolly Parmar

Landlords

And

Alexandria Conte

Former Tenant

Vikrant Thakur and Dolly Parmar (the 'Landlords') applied for an order requiring Alexandria Conte (the 'Former Tenant') 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 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 Vikrant Thakur attended the hearing.

As of 9:41 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

1. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities:
 - Replacement of carpets (\$5,845.46)
 - Junk removal and extra cleaning (\$3,500.00)
 - Repairs, painting, extra cleaning and sealing of basement (\$14,649.32)
2. Therefore, the Former Tenant must pay to the Landlords \$24,180.78, which represents these costs and the application filing fee.

3. I am satisfied that the Landlords 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.
4. I am satisfied that the Landlords served the Former Tenant with the 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.
5. These documents were deemed served on December 6, 2025 by mail to her current address.
6. The Former Tenant vacated the rental unit on August 31, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

8. 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. The Landlords claim:
 - Back yard was not maintained, contained dog feces and toys, and required regrading and new sod
 - Dog feces and urine in the house required removal and replacement of carpets, basement insulation replacement, and extra cleaning and sealing of floors and walls
 - Furniture and junk was left behind which required a junk removal and cleaning company
9. The Landlord Vikrant Thakur (VT) testified that the rental unit is a single-family home which was built in 2017. VT lived in the home until February 2023, at which time the tenancy with the Former Tenant began.
10. The Former Tenant had between two and four large dogs during the tenancy.

Yard

11. VT testified that after he cut the weeds and removed leftover items from the backyard, the soil was waterlogged and had been damaged by the dogs. It required re-grading and new sod. He submitted into evidence a photo of the overgrown yard [DOC-6062049]. He also submitted an invoice for \$2,370.00 for sod, topsoil, gravel, levelling and grading, and labour [DOC-5016520].
12. I do not find that the Landlords led sufficient evidence for me to find that 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 neglecting the back yard. He did not prove on a balance of

probabilities that regrading, topsoil, and sod were required as a direct result of undue damage to the yard. This claim is dismissed.

Carpets and Floors & Cleaning Costs

13. The Landlords entered photos of the rental unit into evidence which show the house before the Former Tenant moved in and upon move out [DOC-6061974 and DOC-6062049].
14. The bedrooms and stairs of the rental unit were carpeted and the move in photos show that the carpets appear to be in excellent condition. VT testified that the carpets were five years old and were shampooed immediately before the Former Tenant moved in. The move out photos show heavily stained bedroom carpets with toys, furniture, clothes, garbage, and food left behind. VT stated that he tried cleaning the carpets, but they smelled of animal urine and had rips, so they needed to be removed. The carpet installers refused to remove the old carpets, deeming them hazardous. The floors under the carpets needed to be sealed before new carpet could be installed due to the smell of dog urine. An estimate for \$5,845.46 was entered into evidence [DOC-5016519] to replace carpets in the bedrooms and on the stairs. Based on the evidence before me, I find this to be a reasonable cost to replace carpets as described.
15. The unfinished basement has a concrete slab floor and exposed insulation on the walls. In the photos, there are dog crates, visible urine puddles, and dog feces on the floor.
16. VT testified that all of the insulation needed to be removed and replaced since the male dogs urinated on it. The floor required power washing, enzyme cleaning, and resealing.
17. An invoice for \$3,500.00 dated September 30, 2024 was entered into evidence [DOC-5016518] for removal of junk, dog waste, basement insulation, and basic cleaning. Based on the evidence before me, I find that this is a reasonable cost for the amount of work required.
18. VT also submitted an invoice for \$17,659.64 dated September 11, 2024 which includes charges for repairs, painting, and also power washing and enzyme cleaning in the basement. VT testified that the dogs had urinated on walls throughout the rental unit, which needed sealing and extra painting due to the smell. I find that the costs claimed are not due to ordinary wear and tear but are the result of wilful or negligent undue damage.
19. There is a charge included for \$2,664.00 plus tax (\$3,010.32 total) for painting ceilings and trim. No evidence was led about damage to ceilings or trim and this cost will not be awarded. Based on the evidence presented, I am satisfied that the other charges were necessary and reasonable and as a result of undue damage.
20. The Landlords incurred reasonable costs of \$23,994.78 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.

It is ordered that:

1. The Former Tenant shall pay to the Landlords \$23,994.78, which represents the reasonable costs the Landlord incurred as a result of the damage.

2. The Former Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlords is \$24,180.78.
4. If the Former Tenant does not pay the Landlords the full amount owing on or before March 2, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

February 18, 2026
Date Issued

Margo den Haan
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.