



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

Citation: VANLEEUEWEN v Campeau, 2026 ONLTB 16554

Date: 2026-02-26

File Number: LTB-L-103068-24

In the matter of: Basement Unit (Room 2), 318 GORDON ST
GUELPH ON N1G1X6

Between: Morgan VANLEEUEWEN Landlord

And

Lexie Campeau Former Tenant

Morgan VANLEEUEWEN (the 'Landlord') applied for an order requiring Lexie Campeau (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Further, the Landlord 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 October 22, 2025.

The Landlord and the Tenant, the Tenant's support Mary Henning and the Tenant's witness Telina Campeau attended the hearing.

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 \$1,271.38.
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. The Former Tenant vacated the rental unit on October 31, 2024.

Rent

4. The lawful rent was \$1,100.00. It was due on the 1st day of each month.

5. The Landlord testified that they are claiming rent for the months of November and December 2024, as the Former Tenant never provided the Landlord with 60-days notice. The original lease term was from July 2024 to June 2025.
6. The Former Tenant's mother had advised the Landlord in September of 2024 by text message that her daughter intended on ending the tenancy as of October 31, 2024. The Landlord did not agree and attempted to negotiate with the Former Tenant and her mother to try to sign an N11 to end the tenancy as of December 31, 2024.
7. The Former Tenant's mother testified that her daughter was forced to move due to various issues with other tenants once they had moved into the unit in September for school.
8. Having considered the evidence of both parties, I am not satisfied that the Former Tenant was forced to vacate the unit, nor was their proper notice to end the tenancy given to the Landlord. The Landlord was able to produce text messages sent to the Former Tenant's mother, objecting to the early termination of the lease and e-mail inquires regarding the unit having been vacated as of October 31, 2024.
9. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on December 31, 2024
12. The rent arrears and daily compensation owing to are December 31, 2024, are \$2,100.00.

Wilful & Negligent Damage – s. 89(1)

13. The Landlord is also claiming \$900.00 for wilful or negligent damage concerning the unit after the Former Tenant had vacated.
14. The Landlord testified that the Former Tenant had left approximately 30 command strips on the walls of the unit, which were presumably used for hanging items. The Landlord testified that he had pulled off the strips himself and had to repair and repaint the walls.
15. Further, the Landlord alleges that one of the Former Tenants' cats had scratched a couch that was provided in the unit. A picture of the couch in question was entered into evidence showing what appears to be scratch marks on the side of the couch.
16. The Landlord testified that the couch had initially been purchased for \$1,500.00 and that they were only seeking half the value of the couch. The Former Tenant submitted that the sofa was used in another unit, which the Landlord denied.
17. The issues I find with this claim are as follows:

18. The Landlord agreed that they had removed the command strips themselves without seemingly investigating whether they could have been removed without any, or only minimal damage.
19. Further, the issue with the couch has seemingly been blamed on the Former Tenant's cats but there was no evidence provided that there had been a cat in the unit, or various cats who may or may not have had various owners, considering the unit is for student housing.
20. Further, the Former Landlord never provided any receipts or invoices to support the claimed expenditures and as such, I find that the Landlord did not prove 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, nor was the Landlord able to prove the reasonable costs that the Landlord incurred as a result of the damage.

Last Month's Rent Deposit, Interest & Costs

21. The Landlord collected a rent deposit of \$1,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
22. Interest on the rent deposit, in the amount of \$14.62 is owing to the Former Tenant for the period from June 21, 2024, to December 31, 2024
23. The Landlord incurred costs of \$186.00 for filing the application and is/are entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,200.00, which represents rent and compensation owing up to December 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,114.62 which is the amount of the rent deposit and interest on 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 \$1,267.38. 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 March 9, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 10, 2026, at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Jagger Benham
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:

Rent and Compensation Owing To December 31, 2024	\$2,200.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit & interest	- \$1,114.62
Total amount owing to the Landlord	\$1,271.38