



Order under Section 89 Residential Tenancies Act, 2006

Citation: Miller v LaLonde, 2026 ONLTB 17336

Date: 2026-02-25

File Number: LTB-L-019786-25

In the matter of: 18, 502 ESSA RD
BARRIE ON L4N7L4

Between: Stuart Miller Landlord

And

Valerie LaLonde Former Tenants
Kristi LaLonde
Brendan Tetlock

Stuart Miller (the 'Landlord') applied for an order requiring Valerie LaLonde, Kristi LaLonde and Brendan Tetlock (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on November 4, 2025.

The Landlord and the Former Tenants 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 Tenants shall pay to the Landlord \$3,147.22.
2. The Former Tenants vacated the rental unit on August 31, 2024.

Landlord's Evidence

3. The Landlord testified that he conducted an inspection of the unit on September 1, 2024, the day after the Former Tenants vacated the unit.
4. The Landlord discovered that the unit's hardwood floor had been damaged, and photos of damage were entered into evidence, showing large dents in the hardwood.

5. On September 18, 2024, the Landlord received a quote from Irvine Carpet One Floor & Home, for new carpet and laminate flooring as a result of the damage.
6. The Landlord testified that the carpet had been brand new when the tenancy had commenced and had also replaced the carpet and the granite countertop. The Landlord testified that the carpet had been ruined due to animal urine, testifying that the smell of urine was too strong to clean and that the carpet needed to be replaced to dissipate the smell entirely.
7. Further, 720 square feet of mahogany flooring had been installed in order to protect the Landlord's warranty and that all the flooring had to be replaced due to the damage and smell. The Landlord is seeking \$10,000.00 for the costs of the replacement flooring and carpet due to the damage and urine smell.

Former Tenant's Evidence

8. The Former Tenants, specifically Kristi Lalonde ('KL') testified that the Former Tenants never had a dog other than in 2014 when KL's stepbrother had his dog at the unit for some time.
9. KL testified that she had paid a deposit to the Landlord of \$250.00, \$150.00 for her cat and the remaining as a key deposit. She testified that there had been a hole in the living room, which was a leak from the master bedroom. Various photos were entered into evidence showing the hole, which seemed to have been on the ceiling for some time judging by the dates of the photos although none of the photos show any sort of leak.
10. KL further testified that the Former Tenants were never afforded a walkthrough of the unit with the Landlord to discuss any issues, an alleges that the Landlord filed this application in retaliation to the Former Tenants' own applications. KL testified that there was no damage or stains on the carpet upstairs.

Analysis

11. Section 89 of the *Residential Tenancies Act*, 2006 (the 'Act') states:

"A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit."

12. Having reviewed the Landlord's evidence, only one photo of any damage to the hardwood floor was provided and no other photos of purported damage to the hardwood floor were entered into evidence. There was no reasonable explanation as to why 720 square feet of flooring needed to be installed to address what was essentially, one dent. As such, I am not satisfied that the Landlord has proven that the Former Tenants *wilfully* or *negligently* damaged the hardwood flooring, and this portion of the Landlord's application is dismissed.

13. That said, the Former Tenants admitted that they had pets, including a dog and a cat. The smell was found to be emanating from the underpadding of the carpet which in my view, is consistent with pets urinating on the carpet. In my view, that damage was as a result of negligence on behalf of the Former Tenants, who for some reason or another permitted their animals to urinate on the carpet.
14. As such, I am satisfied on a balance of probabilities that 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 complex by permitted their animals to urinate on the unit's carpet, resulting in the replacement of the carpet.
15. The Landlord incurred reasonable costs of \$2,961.22 to replace property that was damaged and cannot reasonably be repaired.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,961.22, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$3,147.22*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before March 8, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.

February 25, 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 Tenants must pay the Landlord:

Damage Costs	\$2,961.22
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,147.22