



Order under Section 87 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Manyal v Neckles, 2026 ONLTB 17384

Date: 2026-02-24

File Number: LTB-L-020154-25

In the matter of: 34 WESTMORELAND AVE
OSHAWA ON L1G2M8

Between: Kavita Manyal Landlord

And

Camille Seales Neckles Former Tenant

Kavita Manyal (the 'Landlord') applied for an order requiring Camille Seales Neckles (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 are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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 November 25, 2025.

The Landlord and the Tenant, and the Tenant's witness Olivia Neckles attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, Former Tenant shall pay to the Landlord \$9,517.37.
2. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Rent

3. The Former Tenant vacated the rental unit on September 8, 2024. The Landlord testified that on June 4, 2024, he had sent the Former Tenant an N9 form to complete, as she had indicated she wanted to end the tenancy.
4. A further e-mail was sent to the Former Tenant on July 25, 2024, asking the former Tenant to sign the N9 form to end the tenancy as of August 15, 2024. The Landlord followed up on July 31, 2024.
5. On August 23, 2024, the Former Tenant advised the Landlord that she would stay in the unit as school had just started and told the Landlord that she would move out by September 7, 2024. On September 6, 2024, the Landlord had provided the Former Tenant with documents concerning the non-payment of rent and utilities and as of that date the Former Tenant had vacated the unit.
6. The Former Tenant paid \$1,300.00 in August of 2024 but failed to pay anything else. The Landlord is claiming rent for the period from August 1, 2024, until November 7, 2024, which was 60 days after the Landlord found that the Former Tenant had vacated the unit. The total rent being claimed is \$7,131.13
7. The lawful rent was \$2,613.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$85.91. This amount is calculated as follows: $\$2,613.00 \times 12$, divided by 365 days.
9. The Former Tenant has not made any payments since the application was filed. The Former Tenant testified that she did not sign the N9 as she did not understand what the issue was and alleged that she had no choice but to vacate the unit due to an abuse issue which was not elaborated on.
10. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that 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 November 7, 2024. Section 88.1 of *Residential Tenancies Act, 2006* (the 'Act') states If a tenant abandons or vacates a rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit.
11. The rent arrears and daily compensation owing to November 7, 2024, are \$7,151.13.

Utilities

12. The Landlord is further claiming utility expenses. Entered into evidence were two water and sanitary sewer bill from the Regional Municipality of Durham, one dated April 4, 2024, to July 2, 2024, in the amount of \$613.33, and from July 2, 2024, to September 8, 2024, in the amount of \$266.91.

13. A copy of the lease was entered into evidence, showing that the Landlord and the Former Tenant had agreed that the Landlord would provide the Former Tenant with a copy of the water/sewage bill and that the Former Tenant would agree to the reimbursement of same.
14. The Former Tenant testified that she suspected that a leak in the unit's bathroom may have increased the water bill to what she assumed was an unreasonable level. That said, the amounts claimed do not in my view, seem out of the ordinary and no evidence was provided to show that a leak may have contributed to higher water bills.
15. As such, based on the evidence of both parties, I am satisfied on a balance of probabilities that the Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$880.24 as a result of the Former Tenant's failure to pay water costs, which the Landlord was required to pay to the Regional Municipality of Durham.

Willful & Negligent Damage

17. The Landlord is claiming \$1,600.00 for the following damages that she had discovered on September 8, 2024.
 - a) Unit Cleanliness;
 - b) Refrigerator;
 - c) Carpet;
 - d) Deck Repair;
 - e) Item Removal
 - f) Grass; and
 - g) Bathroom glass door
18. The Landlord testified that when the unit was inspected, they had discovered that cabinets had been missing handles and doors, the fridge had a lot of stick build-up which required the fridge to be dismantled, various items were left in disarray around the unit, the powder room had broken handles on the cabinets, the toilet was unclean, there had been a build-up of dirt in the unit's vents, the carpet was burned, the upstairs bathroom door had been damaged, items were left in the shed and the backyard was left overgrown with grass.
19. The lease had outlined that the Former Tenant was responsible for the maintenance of the lawn. Pictures of the overgrown yard were entered into evidence, showing the yard to be quite disorganized and unkempt. The Landlord is seeking \$300.00 for cleaning the unit and the fridge, \$100.00 for the removal of the exterior items left by the Former Tenant, \$250.00 for the grass, \$700.00 to replace the unit's bathroom door.
20. The Landlord testified that they did not re-rent the unit after the Former Tenant vacated and had listed the unit for sale as of January 1, 2025.

21. The Former Tenant and her witness testified that the unit was in a bad condition wherein the handles had been falling off the cabinets. The Former Tenant also testified that the unit's fridge had initially not been working and had been replaced by a second-hand fridge.
22. The Former Tenant testified that she did not have a lawnmower and that the grass was uncontrollable
23. Having considered the evidence of both parties, I am satisfied 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.
24. It was clear from my view of the photos that the yard was never attended to as required by the Former Tenant in the lease. Simply not having lawnmower is not a reasonable explanation for not adhering the tenets of the lease, which included an agreement by the Former Tenant to maintain the yard. I will note that the unit is a single-family dwelling without any other tenants or common areas.
25. That said, I am not satisfied that the alleged damages concerning cleaning of the unit and the fridge, and the removal of the exterior items constitutes wilful or negligent damage. Those types of issues in my view are considered regular wear and tear, and cleaning a mess is more consistent with a claim under s. 88.1 of the Act, as opposed to s. 89 and this portion of the Landlord's claim will not be awarded.
26. The damage to the bathroom door I find to have been wilful or negligent and the cost to repair same is reasonable and will be ordered. I am further satisfied that the damage to the carpet and deck in the amount of \$250.00 is reasonable and will also be ordered.
27. The Landlord incurred reasonable costs of \$1,200.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Last Month's Rent Deposit & Costs

28. The Landlord testified that the last months rent deposit had been applied to the month of July 2024.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,151.13, which represents rent and compensation owing up to November 7, 2024.
2. The Former Tenant shall also pay to the Landlord \$880.24, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.

3. The Former Tenant shall also pay to the Landlord \$1,200.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenant owes the Landlord is \$9,417.37*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.

February 24, 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 November 7, 2024	\$7,151.13
Utility Costs	\$880.24
Damage Costs	\$1,200.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,417.37