



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-044932-25

In the matter of: 15 Kirkland Street West
Kirkland Lake ON P2N2G5

Between: Sarah Anne St. Aubin Landlord

And

Susie Frenette Tenants
Mitch Frenette

Sarah Anne St. Aubin (the 'Landlord') applied for an order to terminate the tenancy and evict Susie Frenette and Mitch Frenette (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (**L1 application**).
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (**L2 application**).

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on February 26, 2026. Only the Landlord attended the hearing. As of 10:00am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. The Tenants vacated the rental unit on June 12, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$1,600.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 12, 2025 are \$5,931.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$48.00 is owing to the Tenants for the period from April 1, 2024 to June 12, 2025.

L2 Application:

10. The Landlord's application claims \$29,700.00 in costs to repair and/or replace property that was damaged by the Tenants.
11. The Landlord testified rental unit was fully furnished at the time the tenancy commenced and that many of the items had to be disposed of due to damages and/or were removed by the Tenants at the time they vacated the unit. As per the Landlord's application, the following items required replacement:
 - Refrigerator
 - Stove
 - Microwave
 - Vinyl flooring
 - Kitchen table and four chairs
 - Eight wall mirrors
 - Mirror clock
 - Round coffee table
 - 30-gallon aquarium
 - Bedroom mirror
 - Electric fireplace glass
 - Crystal bowls and multiple drinking glasses
 - Dresser mirror
 - Decorative ceramic angels on wall
 - Tv mount
 - Holes in upstairs walls
 - Damaged trim and flooring
 - Damaged breakfast bar
 - Damaged hand rail going into basement
 - Damages to two mattresses and bedframes

- Two Tv's damaged
- Couch set damaged
- Damaged to basement stairs carpet
- Two doors damaged
- Damaged cupboard drawer
- Blinds damaged
- Damage to two end tables.

12. The Landlord submitted into evidence before and after photographs of when the Tenants moved into and vacated the rental unit and attached online estimates for the replacement of these removed / damaged items. The total costs to repair or replace these items per the Landlord's evidence is \$28,016.54.
13. Based on the uncontested evidence and submissions before the Board, I find that the Landlord is entitled to the costs claimed.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of June 12, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$32,485.74. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the costs to repair and/or replace the damaged property and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Fabio Quattrociocchi
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,931.20
Application Filing Fee	\$186.00
Costs to Repair and/or Replace Damaged Property	\$28,016.54
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$48.00
Total amount owing to the Landlord	\$32,485.74