



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-099155-23-RV

In the matter of: 74 GALWAY CRT
SUDBURY ON P3A3W1

Between: Carmen Wehrberger Landlord

And

Amy Brennen Former Tenant

Review Order

Carmen Wehrberger (the 'Landlord') applied for an order requiring Amy Brennen (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also 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:

- conduct which substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege, or interest.
- failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
- wilful or negligent damage to property for which the Landlord incurred or will incur reasonable out-of-pocket costs to repair or replace.

This application was resolved by order LTB-L-099155-23 issued on June 18, 2025.

On July 21, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On July 22, 2025, interim order LTB-L-099155-23-RV-IN was issued, staying the order issued on June 18, 2025.

Following a hearing on August 6, 2025, order LTB-L-099155-23-RV-IN2 was issued on August 13, 2025, granting the Tenant's request. The application was adjourned for a new hearing to be held at a future date.

This application was heard by videoconference on October 8, 2025, and January 20, 2026. The Landlord and the Tenant attended the hearing. The Landlord was represented by M. Przybylowski on October 8, 2025, and Y. Pilon on January 20, 2026.

At the hearing on January 20, 2026, but for a damaged carpet, the Landlord abandoned all other costs regarding damages.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant will be ordered to pay \$5,220.34.
2. The Former Tenant vacated the rental unit on June 1, 2023.
3. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Outstanding Arrears

8. The lawful monthly rent is \$2,000.00.
9. The parties agree that the Former Tenant did not pay rent in January, February, and March 2023. The Former Tenant paid \$4,066.72 in April 2023.
10. The outstanding arrears to April 30, 2023, are \$3,933.28, and the Landlord also incurred costs of \$186.00 for filing the application.
11. The rent arrears and costs owing to May 31, 2023, are \$4,119.28.
12. Order LTB-L-027988-23 issued on May 12, 2023, terminated the tenancy on May 23, 2023. The Landlord applied the last month's rent deposit to May 2023.

Damages

13. The Landlord claimed that the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex because of the smell of cat urine in a carpet/runner located on the stairs in the rental unit. The Landlord was unable to get the smell out and was forced to get a replacement carpet. The Landlord provided an invoice from June 10, 2023, which showed she incurred \$272.52.
14. The Former Tenant testified that she had the carpet steam cleaned prior to vacating the unit. She was also willing to replace it, but the Landlord declined the offer.
15. Even if I were to find on a balance of probabilities that the Tenant negligently caused undue damage to the carpet, Ontario Regulation 516/06 provides that the useful life of carpets is 10 years. This means that depreciation is typically entered into the calculation for compensation for any purported damage caused. In this case, the age of the carpet is not provided and so, the depreciation value is unknown. The Landlord is therefore not entitled to the replacement cost.

Substantial interference

16. The Landlord alleged that the Former Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege, or interest of the Landlord.
17. The Landlord incurred reasonable out-of-pocket expenses of \$320.88 for enforcing the eviction order LTB-L-027988-23 issued on May 12, 2023. This expense was incurred on May 24, 2023, as a result of the Tenant's failure to vacate the rental unit on the termination date of May 23, 2023.
18. The Former Tenant will be ordered to pay \$320.88 to the Landlord.

Unpaid Utility Costs

18. The Landlord and the Former Tenant agreed that the Former Tenant failed to pay water costs of \$780.18 that she was required to pay under the terms of the tenancy agreement.
19. The Landlord incurred reasonable out-of-pocket expenses of \$780.18 as a result of the Former Tenant's failure to pay the water costs for the period from October 2022 to June 1, 2023.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,119.28, which represents arrears, and costs, owing up to April 30, 2023.
2. The Former Tenant shall also pay to the Landlord \$320.88, which represents the reasonable out-of-pocket expenses the Landlord incurred in enforcing the eviction order.
3. The Former Tenant shall also pay to the Landlord \$780.18, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
4. The total amount the Former Tenant owes the Landlord is \$5,220.34.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026, at 4.00% annually on the balance outstanding.

March 5, 2026

Date Issued

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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.