



**Order under Section 87 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-074923-24

In the matter of: 490 Fenel Road
Woodville RR#3 ON K0M2T0

Between: Alan Webster Landlord

And

Don MacDonald Former Tenant
Joeann Cassibo

Alan Webster (the 'Landlord') applied for an order requiring Don MacDonald and Joeann Cassibo (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Alan Webster (the 'Landlord') applied for an order requiring Don MacDonald and Joeann Cassibo (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Alan Webster (the 'Landlord') applied for an order requiring Don MacDonald and Joeann Cassibo (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 December 22, 2025.

Only the Landlord attended the hearing. The Landlord was represented by Christina Nastas.

As of 1:56pm, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord partially proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$1,182.44 on or before March 21, 2026.

SERVICE OF THE L10 AND NOTICE OF HEARING

2. The Landlord's uncontested evidence was he hired a private investigator to search both Former Tenants and served that address. The Landlord submits this address was the same as that on their driver's license which was their mother's home. The documents were delivered personally under the door to this home.
3. I directed the Landlord to file the correct certificate of service as it related to their L10 application by December 23, 2025 – which the Landlord did comply.
4. Therefore, 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.

TERMINATION OF THE TENANCY

5. The Landlord testified that the tenancy terminated based on LTB order LTB-L-006973-23-RV issued on August 24, 2023 for non-payment of rent. This order was enforced by the sheriff's office on September 20, 2023 and the locks were changed.
6. I am satisfied that the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit on September 9, 2024.

Rent and daily compensation owing

8. The Landlord's claim for rent arrears stems from a period after the Former Tenants were evicted from the rental unit (September to November 2023 when the unit was re-rented).
9. The problem with the Landlord's claim is twofold – first, that subsection 87(3) limits the claim for rent arrears and compensation for the use of the unit **after a notice of termination ...has taken effect until the Former Tenant remains in the unit.**
10. The second issue is that the Landlord already has an order for the compensation for the duration the Former Tenant remained in the rental unit LTB-L-006973-23.
11. Therefore, I find this claim must be dismissed as the remedy sought by the Landlord cannot be granted under this section.

Compensation for substantial interference

14. The Landlord's claim under section 88.1 of the Act relates to lock change and replacement charges of \$250.00 and \$148.44 as well as the sheriff fee of \$333.00 incurred to enforce the eviction.
15. Section 88.1(4) limits recovery under section 88.1 to "reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference" by the tenant.

16. I am satisfied that the Former Tenant's failure to return the keys to the Landlord constitutes substantial interference on the Tenant's part as someone aside from the Landlord could potentially have access to the rental unit after the tenancy ended; this resulted in out of pocket expenses totalling \$398.44 to change the locks to the rental unit which is inclusive of the labour and hardware to do so. As such, this amount shall be awarded in full.
17. With respect to the sheriff enforcement fee, I am satisfied that the Former Tenant's failure to move out of the rental unit in accordance with the termination date on the order leaving the Landlord no choice but to file with the court enforcement office constitutes substantial interference on the Former Tenant's part as someone aside from the Landlord continued to reside at the rental unit after the tenancy ended. I find the amount claimed by the Landlord, although no receipt was provided, is the standard charge to enforce the order and this amount shall be awarded as well.

Compensation for damage

19. The Landlord's damage claim under section 89 of the Act constitutes charges related to cleaning, furnace maintenance and plumbing repairs totalling \$2,665.85.
20. From the wording of the provision, s. 89(1) claims require the Board to explore:
- The nature of the damage (is it undue or normal wear and tear);
 - How the damage occurred (was it a result of negligence or wilful conduct);
 - Whether or not the damaged property can reasonably be repaired; and
 - The reasonable cost of repair, or replacement where repair is not a reasonable option.
21. With respect to the cleaning that was undertaken at the rental unit after the Former Tenant vacated, I find that some of the work described on the cleaner's report constitutes damage within the context of section 89. While the charges were not itemized, given my knowledge and experience in other similar matters, I find it appropriate to award \$250.00 for the damage to the rental unit related to the Former Tenant's pets including the urine stains on the carpet, and removal of dog hair as well as repair of the wall damage. I find the rest of the items described do not fall within the scope of section 89 and cannot be granted.
22. With respect to the furnace maintenance charge incurred by the Landlord in the amount of \$231.65, I find 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 this appliance. It is unclear whether this was a repair or maintenance charge and so this claim must be dismissed.
23. With respect to the plumbing repairs, the Landlord testified that the toilet was leaking and required replacement but was unsure of the reason for the leak. The invoice from the plumber fails to articulate details and mentions a service call to change toilet and outside tap. In the absence of anything more, I find the Landlord has failed to establish that the

Former Tenant has caused undue damage to the toilet and this claim must also be dismissed.

24. With respect to the costs of the Landlord having to clean up substantial rubble left by the Former Tenant and their trailer, I do not find these items fall within the scope of section 89 and therefore they must also be dismissed.

Rent Deposit

23. There is no last month's rent deposit.
24. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
25. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$731.44, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
2. The Former Tenant shall also pay to the Landlord \$250.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$1,182.44.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.