



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: Gogol v Marriott, 2026 ONLTB 20465

Date: 2026-03-13

File Number: LTB-L-096950-25

In the matter of: B, 96 Arthur Street North
Guelph ON N1E4V2

Between: Robert Gogol Landlord

And

Robert Sean Marriott Tenant

Robert Gogol (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Sean Marriott (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also applied for an order requiring the Tenant 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. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 11, 2026.

Only the Landlord attended the hearing.

As of 3:13pm, the Tenant was 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:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord \$851.00.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 2, 2025.
4. The Landlord testified that due to the Tenant's smoking and hygienic practices, including a failure to remove garbage on a regular basis led to damage to the heating and duct work of the residential complex.
5. The Landlord presented photos of the damage, as well as an invoice from a local HVAC Maintenance company that showed a total higher than what the Landlord was claiming on this application (\$650.00).
6. The Landlord presented a text conversation between the Landlord and the Tenant regarding a large enough amount of garbage in the rental unit being left that the Tenant told him to hire someone to remove it and he would pay the Landlord back.
7. Based on the uncontested evidence before me, I am satisfied that the Tenant caused damage to the rental unit that will result in costs incurred to the Landlord.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord has incurred reasonable costs of \$650.00 to repair the damage to the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 2, 2025.
2. The Tenant shall pay to the Landlord \$650.00, which represents the reasonable costs paid to repair the damage in the rental unit
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$851.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Robert Brown
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.