



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

Citation: GOODWIN v MENARICK, 2026 ONLTB 22862

Date: 2026-03-19

File Number: LTB-L-021787-25

In the matter of: 652 WALLACE ROAD
NORTH BAY ON P1A4M2

Between: HARMONY GOODWIN Landlord

And

STACEY MENARICK Former Tenant
GERRY WASHIPABANO-PETAGUMSKUM

HARMONY GOODWIN (the 'Landlord') applied for an order requiring STACEY MENARICK and GERRY WASHIPABANO-PETAGUMSKUM (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

HARMONY GOODWIN (the 'Landlord') applied for an order requiring STACEY MENARICK and GERRY WASHIPABANO-PETAGUMSKUM (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on October 22, 2025.

The Landlord and the Tenant Stacey Menarick (the 'Tenant') attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$1,752.46.
2. The Former Tenants vacated the rental unit on February 4, 2025.

Rent Arrears

3. The lawful rent was \$2,000.00. It was due on the 1st day of each month.

4. The Former Tenants have not made any payments since the application was filed.
5. The Landlord testified that she is claiming rent for the months of March, to July 2025, totaling \$10,000.00. The Landlord testified that the Tenants paid their rent on January 1, 2025, and then on January 7, 2025, the Tenants had advised the Landlord that they had planned on moving out of the unit by the end of January. This request was never accepted by the Landlord.
6. The Landlord testified that she had told the Tenants that they were required to give 60-days notice but testified that the Tenants had yelled at her. The Landlord testified that the Tenants were still in and around the unit up until February 4, 2026.
7. However, the Landlord testified that the unit was rented as of March 15, 2025, and because the Landlord is restricted from claiming rent twice for the same month, rent arrears can only be claimed up to March 14, 2025.
8. The Tenant testified that she did not know she had to give 60-days notice as the Landlord never told her and that she felt unsafe being in the unit. No evidence was provided to show how the Tenants safety was in such jeopardy that it required less than 30 days notice and the rent owing will be ordered to March 14, 2025.
9. On a balance of probabilities, I find 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 March 14, 2025.
10. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
11. The rent arrears and daily compensation owing to March 14, 2025, are \$2,920.50 for the month of February and 14 days in March.

Willful Damage

12. When the Tenants vacated the unit, they left most of their items in the unit. As of June 1, 2025, the Landlord paid for someone to remove the Tenants items as the Tenants never did. Further damage was noted to the walls that required patching. A receipt was entered into evidence.
13. The Tenant raised the issue of mould and termites however, no evidence was provided to show what if any issues there were. Again, the Tenant testified that she needed to leave the unit as soon as possible due to safety reasons. Again, no specific details about this were provided and I am not satisfied that the Tenants were forced to vacate the unit for any reason.
14. As such, based on the evidence of both parties on a balance of probabilities, I find that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the

rental unit or residential complex by leaving their possessions in the unit after vacating for 4 months and damaging the unit's wall.

15. The Landlord incurred reasonable costs of \$672.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Costs, Last Month's Rent Deposit & Interest

16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,000.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.
18. Interest on the rent deposit, in the amount of \$26.04 is owing to the Former Tenants for the period from July 30, 2024, to February 4, 2025.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,920.50, which represents rent and compensation owing up to March 14, 2025.
2. The Former Tenants shall also pay to the Landlord \$672.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,026.04 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
5. The total amount the Former Tenants owe the Landlord is \$*1,752.46. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before March 30, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 31, 2026, at 4.00% annually on the balance outstanding.

March 19, 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 Tenants must pay the Landlord:

Rent and Compensation Owing To March 14, 2025	\$2,920.50
Damage Costs	\$672.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit & interest	-\$2,026.04
Total amount owing to the Landlord	\$1,752.46