



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

File Number: LTB-L-055035-24

In the matter of: 906, 101 QUEEN ST
OTTAWA ON K1P0B7

Between: Jane O'Neill Landlord

And

Martin Canning Former Tenant

Jane O'Neill (the 'Landlord') applied for an order requiring Martin Canning (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Jane O'Neill (the 'Landlord') applied for an order requiring Martin Canning (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 January 13, 2026.

Only the Landlord attended the hearing.

As of 9:27 a.m., 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.

Procedural History:

1. This application was adjourned on May 29, 2025, and November 18, 2025, at the Landlord's request for service.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.

2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on December 11, 2025, by email. I was satisfied with service as it appears the Former Tenant opened the email.
4. The Former Tenant vacated the rental unit on July 15, 2023.
5. The application was filed on July 11, 2024, within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Former Tenant has not made any payments since the application was filed.
9. The Former Tenant is no longer in possession of the rental unit. 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 June 30, 2025.
10. The rent arrears and daily compensation owing to are \$4,300.00. The Tenant failed to pay the monthly rent for May and June 2023.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

14. 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 the rental unit or residential complex.
15. The Landlord testified that the tenant left the condominium in a severely damaged and unclean condition. There were numerous holes in the walls—some poorly patched—requiring proper filling, sanding, priming, and repainting. Plaster dust covered the hardwood floors, and the entire unit, including stained ceilings, needed to be repainted despite having been painted only two years earlier. Sticky stickers on doors and cupboards required significant effort to remove, and appliances such as the oven, cooktop, bathroom, and bathroom fan were left filthy. The furnace filter was clogged, and the tenant intentionally broke the bathroom vanity mirror out of anger. He also ripped the smoke detector from the ceiling and cut the wires, requiring full replacement.
16. The Landlord incurred reasonable costs of \$4,429.30 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
17. The Landlord proved 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 the rental unit or residential complex.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,300.00, which represents rent and compensation owing up to June 30, 2025.
2. The Former Tenant shall pay to the Landlord \$4,429.30, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$8,915.30*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Anthony Bruno
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 Tenant must pay the Landlord:

Rent and Compensation Owing To	\$4,300.00
Damage Costs	\$4,429.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,915.30