



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-035752-24

In the matter of: 32 CLYTHE CREEK DR
GUELPH ON N1E7J4

Between: John jr. Kirec Landlord

And

Brenda Tessier Former Tenants
Robert Wesley

John jr. Kirec (the 'Landlord') applied for an order requiring Brenda Tessier and Robert Wesley (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 February 12, 2026.

Only the Landlord, and the Landlord's legal representative Danielle Kinnear-Pietrangelo attended the hearing.

As of 11:16 a.m., the Former Tenants were not present or represented at the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord will be awarded the reasonable out-of-pocket costs that they incurred to repair the undue damage to property.
2. At the hearing, the Landlord did not provide sufficient evidence that they served the Former Tenants with the copy of the application and the Notice of Hearing in accordance with Rule 3.3(c) of the LTB's Rules of Procedure ("Rules"). However, the Board was satisfied under subsection 191(2) of the *Residential Tenancies Act, 2006* ('the Act'), that the documents had come to the attention of the Former Tenants.
3. On April 29, 2024, the Landlord has served a copy of L10 application to the Former Tenants via email, and the matter was adjourned on April 2, 2025, so that the Landlord could affect service of documents on to the Former Tenants. On July 31, 2025, a request for alternative service to serve the documents via email was granted by the Board, but the

Landlord was directed that they had to provide proof the documents came to the attention of the of the Former Tenants. On October 8, 2025, the Landlord served the Notice of Hearing to the Former Tenants via email. The Landlord did not provide sufficient evidence that the documents sent via email to the Former Tenants had come to attention their attention either by way of a read receipt, or an email reply from the Former Tenants. However, the Former Tenants had filed a letter with the Board on February 11, 2026, disputing the Landlord's allegations for costs for damages on the application and the evidence in support of the claim, and further indicated that they would not be attending the scheduled hearing date. Since the Former Tenants acknowledged the claim for damages on the application, and the fact they indicated they would not attend the hearing date, suggests that the documents had come to the attention of the Former Tenants under subsection 191(2) of the Act.

4. The Former Tenants vacated the rental unit on April 4, 2024.
5. At the hearing the Board raised a preliminary issue as the application contained costs for cleaning, and loss of rental income as claim for damages. Neither cleaning, nor loss of rental income is considered damage, thus these are not a valid claim.
6. With respect to the remaining claims for damage, the Landlord testified that on April 4, 2024, he conducted an inspection of the rental unit an observed animal urine stains on the carpet inside the rental unit. The Landlord claimed this damage was negligently or wilfully caused by the Former Tenants because the stains were caused by their dog and were exclusively inside the rental unit. He also claimed that there were signs of claw marks near a door located inside the rental unit which suggested that the dog was attempting to exit the rental unit to relieve itself. Since the Former Tenants are responsible for their dog, they failed to clean up their dog's urine on the carpet which caused the stains.
7. The Landlord also claimed that the Former Tenants put adhesive wall hooks on various walls throughout the rental unit, including the living room, front entrance, kitchen, master bedroom, second floor, and the basement. The Landlord advised the Former Tenants prior to them moving into the rental unit that they were only permitted to use 3M wall hooks. He argued that the Former Tenants did not comply with the Landlord's instructions with respect to the type of hooks permitted on the wall and wilfully placed the adhesive hooks on the wall. These hooks later had to be taken off the wall, and this resulted in paint being stripped, thus constituting damage. A total of 31 wall adhesive hooks were removed.
8. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities, that the Former Tenants wilfully/negligently caused undue damage to the rental unit. I accept the Landlord's uncontested evidence. His testimony was corroborated by pictures filed with the Board of the damage inside the rental unit. The pictures with respect to the carpet damage, show dark stains on a large area of a carpet inside a room, along with trails of dark stains across the hallway carpet, and inside a corner of a room, which have altered the carpet's composition, thus constituting damage. I accept his evidence this damaged to the carpet was caused by the Former Tenant's dog. Given the severe degree of the damage to the carpet, coupled with the fact that the damage is exclusively inside the Former Tenant's rental unit, and absent any alternative explanation for the cause of the damage, I am satisfied that the damage was more likely than not, negligently caused by the Former Tenants as they are responsible for their pet. A copy of the invoice to repair the

damage to carpet in the amount of \$1,074.63 was also filed as evidence with the Board, and based on the amount, I find that the damage was undue. This invoice is marked as "paid", which confirms that Landlord incurred this expense.

9. With respect to the claim for damages related to the wall, the Landlord filed pictures of the wall damage as evidence with the Board. These pictures confirm that paint had been stripped from the walls as result of the adhesive wall hooks. Another picture shows that approximately 30 hooks were removed from the wall, and the hooks have paint attached to them. The Landlord advised the Former Tenants to only install 3M hooks on the wall. The fact that the Former Tenants installed non permitted adhesive wall hooks on the wall, suggests more likely than not, that their conduct was wilful and this conduct caused the damage to the wall. A copy of an invoice to repair the wall damage in the amount of \$877.50 was filed as evidence with the Board. The Landlord confirmed they have paid this amount and incurred the expense. Given the amount required to repair the damage, I find that the damage to the wall was undue.
10. Accordingly, the Former Tenants shall pay the Landlord \$1,952.13 ($\$877.50 + \1074.63) which represents the costs the Landlord has incurred because of the damage.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,138.13, which represents the reasonable costs the Landlord has incurred as a result of the damage, and the cost of filing the application.
2. If the Former Tenants do not pay the Landlord the full amount owing on or before April 10, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 11, 2026, at 4.00% annually on the balance outstanding.

March 30, 2026

Date Issued

Inderdeep Padda

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.