



Order under Section 89 / 88.1 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v McIntosh, 2026 ONLTB 27592

Date: 2026-04-02

File Number: LTB-L-041070-25

In the matter of: 205, 720 WONDERLAND RD N
LONDON ON N6H4Y8

Between: Drewlo Holdings Inc. Landlord

And

Nancy McIntosh Former Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Nancy McIntosh (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.

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Nancy McIntosh (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 March 25, 2026.

Only the Landlord's legal representative, Susan Pelton, and the Landlord's witness, Andrea Weston ('AW'), attended the hearing.

As of 9:33 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

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 at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. 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.
4. These documents were served on January 7, 2025 by mail.
5. The Former Tenant vacated the rental unit on May 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for substantial interference

8. The Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
9. AW said that when the Former Tenant vacated the unit, they left a significant amount of garbage and junk behind (see photos at DOC-7535614, pp. 36-38, taken after the Former Tenant vacated). The Landlord paid \$500.00 to have the garbage and junk removed and disposed of (DOC-7535614, p. 40). AW was a credible witness, and I accept her evidence on these points.
10. When a tenancy ends, the tenant is required to return vacant possession of the rental unit to the landlord. When a tenant vacates a rental unit, the tenant is to remove all of their personal belongings and garbage. When a tenant fails to do so, as in this case, leaving junk and garbage behind amounts to a substantial interference with the Landlord's lawful interest in recovering possession of an empty rental unit.
11. The Landlord incurred reasonable out-of-pocket expenses of \$500.00 as a result of the substantial interference.

Compensation for damage

13. 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.
14. The Former Tenant's tenancy began on July 1, 2021. AW presented as evidence a copy of the incoming inspection report, signed by the Tenant on July 7, 2021 (DOC-7535614, p. 31). At the outset of the tenancy, the carpet in the unit were new, and the walls undamaged.

15. AW also presented a copy of the outgoing inspection report (DOC-7535614, p. 35). The reported comment relative to the carpet is “Disgusting – replace needed”, and the comments next to “ceilings & walls” is “DMG”.
16. I accept AW’s evidence that there was significant staining to the carpet throughout the unit to the extent that it was destroyed and could not be cleaned (see, photos of carpet at DOC-7535614, p. 36). This damage was undue because it was beyond normal wear and tear.
17. The Landlord paid \$2,548.80 + HST (totaling \$2,880.14) to dispose of and replace the carpet in the unit.
18. The Landlord considered that carpet has a prescribed useful life of 10 years, as set out in Table 8 of *O. Reg 516/03*. The carpet was new when the Tenant moved in and she lived in the unit for a little under three years. The Landlord therefore claims 70% of the cost incurred to replace the carpet, given that the carpet in the unit would have had 7 years of useful life remaining. This amounts to \$2,016.10. I find this to be a reasonable calculation of the out-of-pocket expense incurred by the Landlord to replace the carpet.
19. There was also a hole in the wall in one of the bedrooms, and the Landlord sought \$50.00 to repair this. The Landlord did not present an invoice, but I find \$50.00 to be a reasonable cost that the Landlord incurred to repair the hole.
20. The Landlord incurred reasonable costs of \$2,066.10 to repair the damage and replace the carpet that was damaged and cannot reasonably be repaired.
21. The Landlord incurred costs of \$186.00 to file this application and is entitled to recover this amount.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$500.00, which represents the reasonable out-of-pocket expenses the Landlord as a result of the substantial interference.
2. The Former Tenant shall also pay to the Landlord \$2,066.10, which represents the reasonable costs the Landlord incurred as a result of the undue 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 \$2,752.10.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Mark Melchers
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.