



Order under Section 88.1 Residential Tenancies Act, 2006

Citation: Lamalfa-Guido v Maurice, 2026 ONLTB 33807

Date: 2026-04-29

File Number: LTB-L-041716-25

In the matter of: 3005, 1 PALACE PIER CRT
ETOBICOKE ON M8V3W9

Between: Catherine Lamalfa-Guido Landlord

And

Robert Maurice Former Tenants
Marie Maurice

Catherine Lamalfa-Guido (the 'Landlord') applied for an order requiring Robert Maurice and Marie Maurice (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants 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.

This application was heard by videoconference on March 25, 2026.

The Landlord, the Landlord's legal representative, Alison Turnbull, and the Tenant, Robert Maurice ('RM'), attended the hearing.

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 Tenants 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 Tenants 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. The Former Tenants vacated the rental unit on January 8, 2025 when the Court Enforcement Office (Sheriff) enforced an eviction order.

5. 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 Tenants, another occupant of the rental unit or someone the Former Tenants 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. The Landlord said that as of January 8, 2025, there was a significant amount of personal property left in the unit by the Former Tenants. These items included a bed, armoire, television, console, chair, ottoman, bookshelves, a moveable cupboard, dishes, and a freezer and fridge that belonged to the Former Tenants.
10. The Landlord presented a series of videos of the property left in the unit by the Former Tenants (DOC-7598355, DOC-7598348, DOC-7598342, DOC-7598337, DOC-7598329, DOC-7598324, DOC-7598317).
11. The Landlord said that the Former Tenants did not tell her anything about what their intention was relative to this personal property, but the Sheriff told her that they had 72 hours to remove their property after the eviction order was enforced.
12. The Landlord did not hear from the Former Tenants over the following 72 hours, so the Landlord hired a contractor to remove the Former Tenants' personal property. The Landlord presented an invoice for the removal of all the Former Tenants' personal property from the unit. The Landlord paid \$2,147.00 to have the items removed and disposed of (DOC-7582851, p. 7). The Landlord did not sell or retain any of the Former Tenants' personal property.
13. RM acknowledged that the personal property depicted in the videos was left in the unit. He said that he had informed the Landlord that he had arranged with a charitable furniture bank to pick up the Former Tenants' personal property. He said that this did not happen because the Landlord told him that the Landlord would "deem" any property left behind to be hers.
14. RM also said that some items left in the unit, like paint cans and some plumbing items, were items that he had purchased for the rental unit and were supposed to be left there.
15. The Tenant said he believes that he had an agreement with the Landlord that she would take ownership of anything left behind.
16. When I asked RM why he didn't just have the furniture bank remove his property before he moved out he said, without reasonable explanation, that this would have been impossible. There was also no explanation as to why he did not have the furniture bank attend and remove the Former Tenants' property within the 72 hours after the Sheriff attended in accordance with ss. 47(3) of the *Residential Tenancies Act, 2006* (the 'Act').
17. RM's assertions about any agreement with the Landlord or his arrangement with the furniture bank were unsupported by any documentary evidence. The Landlord denied that

she had any agreement with the Former Tenants whereby she would keep any items left behind, or permitting them to leave their personal property in the unit. She said that she only told the Tenant that the locks would be changed when the Sheriff attended, so the Former Tenants would not be able to enter the unit on their own after that time.

18. I prefer the Landlord's evidence over RM's. In addition to RM's evidence being unsupported by documentary evidence, such as any written agreement, letter, note, email, or text message, I found the Landlord's evidence to be clear, convincing, cogent, and consistent. Parts of RM's testimony were illogical, such as why it was "impossible" to have the furniture bank attend and remove the property before the end of the tenancy.
19. Landlords have a lawful right and interest in having rental units returned to their possession free of any of a tenant's possessions after a tenancy ends.
20. When the Former Tenants did not remove their personal property from the unit within 72 hours after the Sheriff attended, the Landlord was entitled to sell, retain, or dispose of that property: s. 41, *Residential Tenancies Act, 2006*.
21. I accept that Landlord's evidence that she paid \$2,147.00 to dispose of the Former Tenants' personal property. This is a reasonable expense incurred by the Landlord because the Former Tenants substantially interfered with the Landlord's lawful right and interest in having vacant possession of the unit returned to her after the tenancy ended.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,147.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the substantial interference.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owes the Landlord is \$2,333.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before May 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Substantial Interference Costs	\$2,147.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,333.00