



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

File Number: LTB-L-029338-25

In the matter of: 961 LILAC RD
LINDSAY ON K9V4R5

Between: Dave O'Neill Landlord
Amanda O'Neill

And

Meghan Gallagher Former Tenant
Craig Reed

Dave O'Neill and Amanda O'Neill (the 'Landlord') applied for an order requiring Meghan Gallagher and Craig Reed (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Dave O'Neill and Amanda O'Neill (the 'Landlord') applied for an order requiring Meghan Gallagher and Craig Reed (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 May 4, 2026.

Only the Landlord attended the hearing.

As of 12:00pm, 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 and 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 February 19, 2026 by mailing the documents and leaving a copy where mail is collected at the Former Tenant current residence.
4. The Former Tenant vacated the rental unit on August 31, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Arrears of rent

6. At the hearing the Landlord requested to withdraw the claim in the application for arrears of rent.
7. The Landlord stated that a prior Board order, file LTB-L-062376-23 had addressed the arrears and the last month rent deposit indicated on the L10 application has been applied to the above order.
8. Given the above the Landlord's claims for arrear is dismissed as withdrawn.

Compensation for Damage

14. The Landlord claims 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 claims he incurred reasonable costs of \$3,427.62 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
16. The Landlord's claim for damage alleges the following:
 - a. Damage to the hardwood floors caused by the Former Tenant's pet dogs;
 - b. Damage to the rental unit carpets from the Former Tenant's dog urine;
 - c. Damage to the front door deadbolt;
 - d. Damage to the bathtub faucet;
 - e. Damage / missing door latch on patio gate;
 - f. Missing smoke detectors;
 - g. Garbage and debris left in the rental unit requiring the Landlord to rent a dump bin;
 - h. Professional cleaning required to clean the rental unit once the repairs and garbage had been removed; and

- i. Replace the fridge, kitchen range and microwave due to excessive buildup the Landlord was unable to clean.

17. The Landlord filed evidence with the Board DOC-5399823, consisting of photos taken on or around September 2024 and DOC-5397897 consisting of invoices for the repairs.

18. The Act and Analysis

19. Section 89 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 21 (1).

20. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person’s losses. 2006, c. 17, s. 16.

21. The Landlord stated that the Former Tenant’s pet dogs caused deep scratches and gouges in the laminate floor that could not be repaired and had to be replaced. The Landlord stated the carpet damage was caused by dog urine in the carpet that could not be cleaned.

22. The Landlord stated that he replaced the carpet with laminate as a less expensive option to repair and replace the damage and further did not apply for the cost of labour in the application.

23. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application.

24. I am satisfied that the Landlord has met his obligation under 16 of the Act.

25. I am satisfied the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage caused by the Former Tenant. The Landlord submitted an itemized list of the expenses and invoices paid by the Landlord to repair the damage and replace items that could not be repaired.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,427.62, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$3,613.62*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before June 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Greg Brocanier
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:

Damage Costs	\$3,427.62
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,613.62