



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Marcotte v Richer, 2026 ONLTB 41912

Date: 2026-05-28

File Number: LTB-L-006947-26

In the matter of: apartment 3, 460 Myles
Greater Sudbury ON P3B2J5

Between: Guy Marcotte Landlord

And

Denis Richer Tenant

Guy Marcotte (the 'Landlord') applied for an order to terminate the tenancy and evict Denis Richer (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

Guy Marcotte (the 'Landlord') applied for an order requiring Denis Richer (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 21, 2026. Only the Landlord attended the hearing.

As of 10:23 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. The Landlord advised that the Tenant vacated the rental unit on April 21, 2026. Accordingly, it is unnecessary to make findings on the grounds for termination of the tenancy.
2. As explained below, the Landlord has proven, on a balance of probabilities, that the Tenant, an occupant of the rental unit, or a person permitted by the Tenant in the residential complex wilfully or negligently caused undue damage. The Tenant shall therefore pay the Landlord \$4,830.30 for the cost of repairs and the application filing fee.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Compensation for damages

4. The Landlord testified that the Tenant was a heavy smoker of illicit drugs, and that residual smoke and fumes permeated the walls, ceilings, and millwork, leaving stains and a persistent odour. The Tenant had resided in the unit since September 2025.
5. The Landlord submitted a quote from Supreme Painters dated May 11, 2026, setting out the cost to prepare and paint all ceilings, walls, doors, and trim at \$4,644.30, inclusive of tax.
6. The Landlord's L2 application, filed on January 25, 2026, included an over-the-phone estimate of \$4,000.00 for required painting. The Landlord requested to amend the claim to reflect the updated quote obtained after the painter attended the vacant unit and provided a more accurate assessment. The Landlord testified that the updated quote was served on the Tenant with the evidence package on May 12, 2026.
7. Although the Landlord did not strictly comply with Rule 15 of the Board's Rules of Procedure regarding amendments, Rule 15.4 permits the Board to allow an amendment where there is no significant prejudice to the other party.
8. In the circumstances, I granted the Landlord's request to amend the application. I am satisfied that the Tenant received notice of the updated amount and had adequate opportunity to respond. I also find that the amendment does not significantly alter the claim.
9. Based on the uncontested testimony and evidence, I am satisfied that the Tenant, an occupant of the rental unit, or a person permitted by the Tenant wilfully or negligently caused undue damage to the unit. I accept the Landlord's unchallenged evidence that the walls, ceilings, and millwork were affected by persistent smoke and resulting residue and odour. Given that the Tenant resided in the unit for approximately seven months, I find that the extent of the staining and odour exceeds reasonable wear and tear and is consistent with damage caused by the Tenant's conduct and cannot reasonably be attributed to ordinary use.
10. I am satisfied that the Landlord will incur reasonable costs of \$4,644.30 to repair the damage.

11. The Landlord also incurred an application filing fee of \$186.00 and is entitled to reimbursement of that amount.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 21, 2026.
2. The Tenant shall pay to the Landlord \$4,644.30, which represents the reasonable costs of repairing the damage.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$4,830.30.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Melissa Anjema
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.