



**Order under Section 88.2 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-040742-25

In the matter of: 450 MAYHEW ST
RENFREW ON K7V4L3

Between: Anne-Marie Merchand Landlords
Michael Merchand

And

Kyra Dougall
Dustin Dougall Former Tenants

Anne-Marie Merchand and Michael Merchand (the 'Landlords') applied for an order requiring (the 'Former Tenants') to pay the Landlords' 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 Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Anne-Marie Merchand and Michael Merchand (the 'Landlords') applied for an order requiring (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 19, 2026.

Only the Landlord, Anne-Marie Merchand attended the hearing.

As of 10:00 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

1. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$2,072.90 which represents compensation for the out-of-pocket expenses the Landlords incurred as a result of the Former Tenants' substantial interference, compensation for the unpaid utilities, and the cost of filing this application.

2. I am satisfied that the Landlords 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.
3. These documents were served on February 11, 2026 by mailing the documents to the Former Tenants' current address, deemed served on February 16, 2026.
4. The Former Tenants vacated the rental unit on May 17, 2025.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for Substantial Interference

8. The Landlords testified that the Former Tenants left behind several items including old furniture, plywood, boxes, and garbage in the rental unit when they vacated the rental unit. Photos of the items left behind by the Former Tenants were entered as evidence by the Landlords.
9. I am satisfied that the Former Tenants left excessive amounts of garbage and possessions in the rental unit when they vacated. I am satisfied that the amount of items left behind by the Former Tenants substantially interfered with the Landlords and that the Landlords incurred out-of-pocket expenses to dispose of the items left behind by the Former Tenants.
10. The Landlords testified that they incurred the cost of landfill tipping fees of \$25.00 each for two trips to their local landfill for a total out-of-pocket expense of \$50.00 to dispose of the items left behind by the Former Tenants. While there was no supporting evidence such as receipts, the cost of each tipping fee for the Renfrew Landfill is \$25.00 and I am satisfied based on the uncontested testimony of the Landlords that they incurred two tipping fees to remove the possessions and garbage left behind by the Former Tenants.
11. The Landlords also sought monetary compensation for their time expended in cleaning and removing garbage from the rental unit. The Landlords submit that they spent approximately 30 hours cleaning the rental unit and sought compensation at \$20.00 per hour for the time spent cleaning the rental unit. However, I am not satisfied that the Landlords' time constitutes an "out-of-pocket" expense, and thus the claim is denied.
12. As a result, an order will issue for the \$50.00 incurred for the out-of-pocket expenses incurred by the Landlords to dispose of items left behind at the rental unit by the Former Tenants.

Compensation for Unpaid Utilities

13. The Landlords testified that the Former Tenants were responsible for 100% of the utilities for heat, electricity and water at the rental unit. The Landlords submit that the Former Tenants have failed to pay the water and sewage bills as required under their tenancy agreement. A copy of the lease and the unpaid utility bills for water and sewage charges from the Town of Renfrew were entered into evidence by the Landlords.

14. I was satisfied based on the uncontested evidence before me that the Former Tenants have failed to pay the water and sewage costs they were required to pay under the terms of the tenancy agreement. I was further satisfied that the Landlords incurred out-of-pocket expenses of \$1,836.90 as a result of the Former Tenants' failure to pay water and sewage costs from the Town of Renfrew for the period of December 1, 2023 through to April 30, 2025.

17. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$50.00, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the substantial interference.
2. The Former Tenants shall also pay to the Landlords \$1,836.90, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
3. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlords is \$2,072.90*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlords the full amount owing on or before June 27, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Christopher Lin
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 Tenants must pay the Landlords:

Substantial Interference Costs	\$50.00
Utility Costs	\$1,836.90
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$2,072.90