



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Rohr v Vale, 2026 ONLTB 48762

Date: 2026-06-24

File Number: LTB-L-014375-23

In the matter of: 195 COURTLAND ST
BLUE MOUNTAINS ON L9Y4E4

Between: Sidnei Rohr Landlords
Elina Madeira

And

Lori-lyn Vale (The Estate Of) Former Tenants
Harry Vale

Sidnei Rohr and Elina Madeira (the 'Landlords') applied for an order requiring Lori-lyn Vale and Harry Vale (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.

The Landlords also applied for an order for the Tenants to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on June 10, 2026. Only the Landlord, Sidnei Rohr, attended the hearing.

As of 2:03 p.m., the Former Tenants were 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 Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$29,591.03.

3. I am satisfied that the Landlords 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. On May 7, 2026, the Former Tenants were served with the L10 application and Notice of Hearing by mail to their current residence, and the materials were deemed served May 12, 2026.
4. The Former Tenants vacated the rental unit on November 10, 2022.
8. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit. The application was filed with the LTB on February 14, 2023.
9. The Landlords are seeking \$355.90 for the costs of unpaid utilities, and \$29,049.13 in damage claims.

Utility Bills

10. The Former Tenants failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement. Submitted into evidence was a copy of the lease which indicates that the Former Tenants were responsible for the heat, electricity, and water utility bills.
11. The Landlords provided a copy of the Town of Blue Mountains water bill for the period between September 1, 2022, and October 31, 2022. He reports this invoice was not paid for by the Former Tenants.
12. Based on the submitted evidence and the Landlord's oral testimony, I am satisfied that the Former Tenants failed to pay for the water utility bill in the amount of \$355.90. An order shall issue.

Damage Claim (Smoking)

13. The Landlord submits that the Former Tenants damaged the rental unit by smoking inside the rental unit despite the lease agreement which indicated the tenants were not to smoke inside. He explains that the rental unit required extensive remediation because nicotine permeated the painted surfaces and contaminated the home. He attended the rental unit after the Tenants moved out and stated the odour of stale cigarettes was overwhelming.
14. The Landlord states that to decontaminate the home, it was necessary not only to clean the walls, but to treat the walls rental unit with an ozone treatment, to repaint every wall with a special treatment designed to trap the nicotine and repaint the walls again with normal wall paint. In addition, the ducts were cleaned to remove odour and nicotine contamination, and all fixtures were removed for cleaning and decontamination. Lastly, all of the blinds were fabric and had to be replaced because they could not be decontaminated. The Landlords attempted to treat them with the ozone treatment, but this was not successful, and the blinds could not be washed.

16. Subsection 89(1) says:

A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex **willfully or negligently causes undue damage** to the rental unit or the residential complex and the tenant is in possession of the rental unit.

[Emphasis Added]

17. This provision means that to succeed on an application like this a landlord must establish:

- There was property damage to the rental unit or residential complex;
- The damage is “undue” meaning that it is not normal wear and tear, and it is not insignificant; and
- The damage was a result of willful or negligent conduct.

18. I am satisfied, based on the evidence, that the Landlords property was damaged by contamination from nicotine due to smoking. I am also satisfied that this damage was undue and not due to normal wear and tear. A reasonable tenant knows, or ought to know, that if smoking is not permitted in the rental unit, then they must take adequate steps to smoke elsewhere and that if they chose to ignore the lease term, that it may take extensive remediation to correct the damage to the rental unit. In my view, the damage was as a result of willful or negligent conduct. The lease term was clear that the Tenants were not to smoke.

19. Submitted into evidence were invoices for the paint totalling \$3,623.72. Also provided was an invoice to repaint the 3100 square foot home totalling \$10,859.30. Additionally, the contractor who removed, cleaned, and reinstalled each fixture charged the Landlord \$1,470.00. The ozone treatment was \$3,390.00. The charge to clean the walls using a special treatment known as TSP (tri-sodium phosphate), was \$4,583.33. The new fabric blinds were \$7,235.00 for 11 new custom window blinds. The Landlord also paid \$1,006.83 to have the ventilation system cleaned and disinfected.

20. In my view, the costs are reasonable given the size of the home. The Landlord also testified that the specialized paint needed to seal the walls was very expensive costing about \$100 per can. I am satisfied that the invoices represent the cost of remediating the damage to the walls, the decontamination of the ventilation system, cleaning of fixtures, and replacement of the custom window blinds.

21. The Tenants shall pay to the Landlords \$29,049.13. I note the Landlords' invoices actually total \$32,168.15. In the case of *Beaugé v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Divisional Court states that it is an error in law to award damages where none is claimed. In other words, the Board may not assess a monetary claim when one is not stated within the claim. The Landlords' application was not amended to reflect this total, and I find that the application is limited to the amount claimed.

Damage Claim (Garage Door)

22. The Landlord also submits the Tenants damaged the lower panel of the garage door. This panel had to be replaced, and the garage had to be repainted as the panel was unpainted. The door panel cost \$628.28, and the repainting cost \$339.00.
23. Although I find that the Landlords have proven their claim that the garage door was damaged, and that the damage was undue and as a result of negligent conduct, for the same reason as above, no order shall issue as the Landlords' claim is limited to the amount stated in their application.
16. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$355.90, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
2. The Former Tenants shall also pay to the Landlords \$29,049.13, which represents the reasonable costs the Landlords incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owes the Landlords is \$29,591.03*. 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 July 5, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Jane Dean
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:

Utility Costs	\$355.90
Damage Costs	\$29,049.13
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$29,591.03