



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ferreira v McMullen, 2026 ONLTB 49129

Date: 2026-06-25

File Number: LTB-L-014437-26

In the matter of: 1, 106 Longwood Drive
Bolton On L7E3X8

Between: Maria Julia Ferreira Landlord

And

Michelle McMullen Tenants
Cynthia McMullen

Maria Julia Ferreira (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle McMullen and Cynthia McMullen (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. **(L1 application)**

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. **(L2 application)**

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

Only the Landlord and the Landlord's agent (daughter), Joana Stuart, attended the hearing.

As of 11:45 a.m., the Tenants were 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:

L1 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$2,600.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$5,200.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$78.46 is owing to the Tenants for the period from December 1, 2024 to February 28, 2026.

L2 application

10. As explained below, the Landlord has not proven, on a balance of probabilities, the grounds the claim for compensation in the L2 application. Therefore, the L2 application is dismissed.
11. The Tenants were in possession of the rental unit on the date the application was filed.
12. The Tenants vacated the rental unit on February 28, 2026.
13. On January 19, 2026, the Landlord gave the Tenant an N5 notice of termination, deemed served on January 24, 2026. The notice of termination alleged that the Tenants had willfully or negligently damaged the unit which the Landlord estimated would cost \$1,637.37 to repair.
14. The Landlord's agent testified that the rental unit was the upper level of a split-level detached home. The basement unit had been unoccupied for five months.
15. On December 18 and 19, 2025, the Landlord attended the basement unit and noticed a foul odour as well as debris which appeared to be animal feces around the kitchen floor drain. Knowing the Tenants had a cat, the Landlord accused the Tenants of flushing cat litter down the toilet. She emailed the Tenants on December 22, 2025 asking them not to do so. The Tenants denied the flushed cat litter down the toilet.
16. On December 23, 2025, the Landlord arranged for a plumber to attend the basement unit. They were unsuccessful in unclogging the drain. The plumber conducted a camera inspection of the main drain and noted "*sand for cat poop*" in the drain and clay pipe. The plumber advised the Landlord she needed to replace the main drainpipe which they estimated would cost approximately \$26,894.00. The Landlord incurred a charge of \$1,491.60 for the plumber's attendance. [Doc 7383225, pages 8-9].
17. Given the cost of the estimate, the Landlord arranged for a second plumber to attend the basement unit on December 27, 2026. Prior to their attendance, the Landlord used drain

products and hot water to unclog the drain. The Landlord produced an invoice from the second plumber in the amount of \$145.77 [Doc 7383225, page 12] which inspection confirmed there was no active back up. Given the expense, the Landlord declined their suggestion they conduct a second camera inspection of the drain.

18. The Landlord requests an order that the Tenants reimburse her \$1,637.37 for the cost of the two plumbing invoices.

Analysis

19. In order to succeed on her claim for damages, the Landlord must prove that 1) the damage occurred, 2) the Tenants willfully or negligently caused the damage and 3) quantify the loss.
20. Based on the evidence before me, I am not satisfied that the Tenants caused the blockage in the drainage pipes at the property. I say this because 1) there was no evidence that either plumber inspected the toilet(s) in the rental unit to find evidence that the Tenants were flushing cat litter down the toilet, 2) the Landlord confirmed that there was no back flow valve in the drain and 3) neither plumber attended the hearing which meant there was no opportunity to question them about their findings. While the first plumber found "*sand for cat poop*" in the drain and clay pipes, there was nothing on the invoice to confirm where that sand originated from or where in the pipe the clog occurred (i.e. did it backflow into the property?)
21. Therefore, the Landlord's L2 application is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of February 28, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$2,722.54. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before July 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Karen Gonçalves
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,200.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$78.46
Total amount owing to the Landlord	\$2,722.54