



**Order under Section 69 / 89  
Residential Tenancies Act, 2006**

**Citation:** Morguard NAR Canada Limited Partnership v Walker, 2023 ONLTB 68424

**Date:** 2023-10-16

**File Number:** LTB-L-052611-22

**In the matter of:** Unit 6 Suite 334, 47 GENERATION BLVD  
Toronto ON M1B2K6

**Between:** Morguard NAR Canada Limited Partnership Landlord

**And**

Jennifer E Walker Tenants  
Tianna D Wilson

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer E Walker and Tianna D Wilson (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Morguard NAR Canada Limited Partnership (the 'Landlord') also applied for an order requiring Jennifer E Walker and Tianna D Wilson (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on September 19, 2023.

Only the Landlord's Representative, Martin Zarnett, and the Landlord's Agent, Kathleen Swan, attended the hearing.

As of 10:36am, 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:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenants shall pay the Landlord \$5,633.40.
2. The Landlord applied to the Board on September 14, 2022.
3. The Tenants vacated the rental unit on October 31, 2022. Therefore, the Landlord is only seeking an order under section 89 of the *Residential Tenancies Act*, 2006 (the 'Act').
4. The Landlord's Agent, Kathleen Swan (KS), testified on behalf of the Landlord.
5. The Landlord presented evidence of substantial damage to the rental unit. The damages appear to be caused by the dogs that the Tenants possessed in the unit during the tenancy.
6. KS testified that the Tenants allowed their dogs to use the balcony to defecate and urinate regularly.
7. KS testified that the Tenants attempted to clean the balcony once by removing the wood and some of the cladding that had a substantial amount of fecal matter and urine on it. However, in attempting to dispose of these items, the Tenants dragged the materials throughout the carpeted hallways of the rental complex, causing the carpeting and flooring in the hallway to also get dog feces and urine on the carpets. The hallway floors needed to have a special cleaning completed due to the damage. KS presented an invoice from a carpet cleaning company showing that the Landlord paid \$621.50 to have the hallway flooring cleaned.
8. On July 22, 2022, KS entered the unit to assess damage to the property. The balcony had a substantial amount of dog feces, and a strong urine smell. The Tenants had removed the cladding on floor of the balcony and replaced it with wooden boards. The boards were installed with no membrane to prevent moisture from getting underneath the boards, which then caused urine to pool under the boards and soak directly into the concrete. KS presented a paid invoice of \$2,712.00 paid by the Landlord to repair the balcony.
9. On July 22, 2022, KS also discovered that the flooring throughout the rental unit was damaged and soaked with dog urine. The carpets were stained with what appeared to be dog feces. Furthermore, dog feces were still present throughout the rental unit.
10. KS testified that the carpet was damaged to the point where it could not be salvaged. The carpet was removed, as was the underpadding because it had been soaked with dog urine. Because of the soaked underpadding, the wood subfloor in the rental unit was also damaged and required replacement. Baseboard areas needed to be treated and sealed with a heavy-duty oil-based paint.
11. KS testified that the Landlord had out-of-pocket expenses of \$3,424.65 to replace the flooring in the rental unit.
12. KS also testified that the bedroom door was damaged and needed to be replaced. The out-of-pocket expense to replace the door was \$226.00.
13. KS submitted photographic evidence of all of the damages claimed on this application. KS also provided paid invoices corroborating the out-of-pocket expenses the Landlord

incurred when making repairs to the unit due to the damage caused by the Tenants' negligence.

14. Based on the uncontested evidence before me, I am satisfied that the Tenants willfully or negligently caused damage to the rental unit by allowing their pets to urinate and defecate throughout the rental unit.
15. The Landlord is claiming \$5,447.40, which is less than the sum of out-of-pocket expenses that the Landlord has proven to have incurred.
16. Therefore, I am satisfied that the Tenants owe the Landlord \$5,447.40 for out-of-pocket damages incurred by having to repair the damage caused by the Tenants during their tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2022.
2. The Tenant shall pay to the Landlord \$5,447.40, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$5,633.40.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 28, 2023, at 7.00% annually on the balance outstanding.

**October 16, 2023**

**Date Issued**

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Robert Brown

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.