



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

**Citation:** Petit v Will, 2024 ONLTB 77000

**Date:** 2024-10-10

**File Number:** LTB-L-061842-23

**In the matter of:** 33, 651 FARMSTEAD DR  
MILTON ON L9T7W2

**Between:** Frederic Petit  
Domanique Whittaker

**And**

Matthew Jason Will  
Shannon Carter

I hereby certify this is a  
true copy of an Order dated  
**OCT 10, 2024**  
*Sinipostolova*  
Landlord and Tenant Board

Landlords

Former Tenants

Frederic Petit and Domanique Whittaker (the 'Landlords') applied for an order requiring Matthew Jason Will and Shannon Carter (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.

This application was heard by videoconference on July 2, 2024.

The Landlords and the Former Tenant Shannon Carter attended the hearing.

### Preliminary Issues:

1. The Landlords requested an amendment to the application to include unpaid utility charges, which the Former Tenant did not oppose. The hearing proceeded with the amended application.

### Determinations:

1. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants will be required to pay the Landlords \$1,798.00.
2. 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. These documents were served on April 24, 2024 by courier.
3. The Former Tenants vacated the rental unit on May 12, 2023. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

### Utilities

4. The Landlord Domanique Whittaker ('DW') testified that on October 20, 2023, she discovered unpaid wastewater charges and presented a letter from the municipality stating that these charges were added to her property tax account. The Landlords paid \$766.52 for the charges.
5. The Landlords did not provide evidence showing that the Former Tenants were responsible for water charges under the lease agreement. Additionally, the letter from the municipality does not identify the period the charge relates to. Given that the letter is dated December 8, 2023, and the Former Tenants vacated the unit on May 12, 2023, it is unclear whether these charges arose before or after the Former Tenants moved out.
6. I do not have sufficient evidence to make a finding that the Former Tenants were responsible for paying wastewater charges, or that they failed to pay such bills. Therefore, this claim is dismissed.

### Substantial Interference

7. The Landlords testified that the Former Tenants left the rental unit in an unclean state when they moved out, and that the Landlords incurred cleaning fees as a result. The Landlords presented photographs taken on July 6, 2023, showing a dirty toilet, stains on the bathroom walls, dirty fridge drawers, a stain on the carpet, and mould in the shower.
8. The Former Tenant, Shannon Carter ('SC') disputed the Landlords' testimony, claiming the photographs selectively depicted the dirtiest parts of the unit and did not represent the overall condition. SC did not provide her own photographs to support her claim. She admitted that she rushed to move out after receiving an N12 notice of termination and did not clean thoroughly. SC also acknowledged leaving some garbage bags in the unit and donation bags on the curb.
9. After reviewing the photographs and SC's admission of not thoroughly cleaning and leaving garbage behind, I find that the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords.
10. The Landlords requested \$5,672.83 to replace the carpet, testifying that it was completely soiled and could not be cleaned. The Landlords presented an invoice confirming the amount, which was for the replacement of the carpet in three bedrooms, the hall, and two flights of stairs.
11. SC submitted an email from the property manager dated May 10, 2023, regarding a quarterly inspection set for May 15, 2023. The email mentioned measuring the unit as the Landlords were considering replacing the carpet. SC argued that the decision to replace the carpet was made before assessing the unit's condition, and she should not be liable for the cost.
12. It is undisputed that the property manager conducted inspections every three months, with the previous inspection occurring in February 2023. Therefore, I find that the Landlords

were aware of the rental unit's condition as of that inspection. However, it is unclear how the Landlords could have determined that the carpet needed replacement, rather than cleaning, before the July 6, 2023, inspection. Since the decision to replace the carpet was made beforehand, I find that it was not related to the Former Tenants' actions. Accordingly, the carpet repair costs are dismissed.

13. The Landlords presented an invoice from the property manager for \$595.00 to remove bulky items and a significant amount of garbage from the unit. The accompanying email detailed the removal of large furniture and 25 bags of garbage, requiring six trips to the dump and 7.5 hours of work. Although SC argued that the cost was excessive and the Landlords should have mitigated their damages, she provided no evidence to support a lower cost. I accept that \$595.00 is a reasonable cost for the removal.
14. The Landlords submitted a confirmation email from a cleaning company stating that deep cleaning services were provided for \$1,017.00. Based on the Landlords' photographs and the absence of contrary evidence from SC, I find the deep cleaning was justified. The Landlords will be awarded \$1,017.00 for this service.
15. The Landlords requested \$3,500.00 for repainting the entire rental unit due to a hole in one wall. Since these costs are not directly related to cleanliness, the claim is dismissed. Even if the painting was claimed as a repair for undue damage, the Landlords failed to demonstrate that such costs were warranted. There was no evidence of the hole, and it would not be reasonable to require the Former Tenants to cover the cost of repainting the whole unit for limited damage. Thus, the painting costs are dismissed.
16. There is no last month's rent deposit.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlords \$1,612.00, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the substantial interference.
2. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlords is \$1,798.00.
4. If the Former Tenants do not pay the Landlords the full amount owing on or before October 31, 2024, the Former Tenants will start to owe interest. This will be simple interest calculated from November 1, 2024 at 6.00% annually on the balance outstanding.

**October 10, 2024**  
**Date Issued**



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Kate Sinipostolova  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.