



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: OAKRIDGE PROPERTY HOLDINGS INC. v VAVROS, 2025 ONLTB 95935

Date: 2026-01-05

File Number: LTB-L-035571-25

In the matter of: 2, 36 DAY ST
KINGSTON ON K7K4X8

Between: OAKRIDGE PROPERTY HOLDINGS INC. Landlord

And

KYLE GREEN Former Tenants
AMANDA VAVROS

OAKRIDGE PROPERTY HOLDINGS INC. (the 'Landlord') applied for an order requiring KYLE GREEN AND AMANDA VAVROS (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

OAKRIDGE PROPERTY HOLDINGS INC. (the 'Landlord') applied for an order requiring KYLE GREEN (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord 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 December 9, 2025.

The Landlord's agent Dan Klatt, the Landlord's legal representative Paul Dent and the Landlord's witness Ben Redden attended the hearing.

As of 10:43 am, 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. The docket does not reflect any attempts made by the Former Tenants to join during the scheduled block and the LTB technical team did not advise of any related issues.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord the amounts set out below.

2. I am satisfied that the Landlord 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.
3. I am also satisfied that the Landlord 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.
4. The Landlord provided a Certificate of Service (COS) on November 13, 2025 stating the L10 application and the Notice of Hearing was mailed to the Former Tenants current address on October 30, 2025.
5. The Landlord's representative said the address of the Former Tenants was obtained from a driver's licence search with the MTO.
6. I am satisfied that these documents were served on October 30, 2025 by sending the documents by mail to the Former Tenants' current address in Westport, Ontario.
7. The Former Tenants vacated the rental unit on June 2, 2024.
8. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
9. The Landlord's agent said that the tenancy was not terminated by a Board order or on notice by the Landlord. Rather, the Former Tenants advised the Landlord, by text, on April 2, 2024 that they were moving out on June 2, 2024. The Landlord did not object to the Former Tenants notice to vacate.
10. The application seeks rent arrears for the period December 2023 to May 2024 in the amount of \$6,000.00. The Landlord's agent confirmed the amount claimed in the application as correct.
11. The Landlord's agent said that the arrears accumulated, without action from the Landlord, on the advice of their legal representative.

Rent and Daily Compensation Owing

8. The lawful rent was \$2,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on June 2, 2024 as a result of the Former Tenants moving out in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to June 2, 2024 are \$6,131.50.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

14. The Landlord collected a rent deposit of \$2,000.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.
15. Interest on the rent deposit, in the amount of \$53.29 is owing to the Former Tenants for the period from May 10, 2023 to June 2, 2024.

The Damage Claim

15. The Landlord states the Former Tenants or someone else living at or visiting the rental unit wilfully or negligently caused damaged to the rental unit or residential complex.
16. The application claims \$6,321.67 for damages related to:
 - Slab door and bifold door;
 - Cabinet door;
 - Screens;
 - Baseboards and transitions;
 - Patch doors;
 - Front door;
 - Declog drains;
 - Paint;
 - Garbage disposal.
17. The Landlord's disclosure included photographs, service reports and the renovation invoice (DOC6817240).
18. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.
19. As discussed at the hearing, s.89 of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

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 wilfully 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.]

20. As can be seen from the above, s. 89(1) is about physical damage to property. It does not include recovery for other kinds of "damages" as that word is used in law. There were different remedies available to the Landlord in the application.

21. Based on the same, I can only grant the Landlord's application where it can be proven that the Former Tenant or someone the Former Tenant permitted in the rental unit has caused wilful or negligent damage which is undue while in possession of the rental unit.
22. On any application before the Board, the party making an allegation in an application has the onus of proving those allegations on a balance of probabilities. The standard of proof requires the party to show with evidence that, "more likely than not", their assertions are true and that evidence "must be sufficiently clear, convincing and cogent to satisfy the balance of probabilities test."
23. As explained at the hearing, the use of the phrase "undue damage" indicates that some damage to a rental unit is expected with everyday use. Not all damage is captured by the intention of s.89 of the Act. A landlord must understand that some normal wear and tear is not undue and a tenant cannot be held liable to the Landlord for it.
24. The Landlord's witness Ben Redden (BR) is a contractor with Redden's Contracting Inc. He was hired by the Landlord to investigate and repair damage in the rental unit after the Former Tenants moved out. BR said that the rental unit was in a poor state with various damage as stated above.
25. BR reviewed the work completed in the rental unit as compared to the October 16, 2024 invoice. As noted at the hearing, the invoice lacks significant details regarding the various costs associated to the damages claimed by the Landlord. Rather, the invoice contains various lump sum amounts and includes items not pled in the application such as fire extinguisher. The invoice claims an amount related to garbage removal, pest control and painting. The invoice claims amounts related to de-clogging and snaking drains but no evidence was led with respect to the related damage.
26. While the Landlord believes the mould in the rental unit was caused by the Former Tenants, no evidence was led to support this claim. The Landlord provided one photograph of a vent but did not state the vents were damaged.
27. BR acknowledged that the invoice lacked specific details as he did not anticipate extreme detail was required. He was unable to provide a breakdown of the various claims at the hearing.
28. With respect to the missing fridge and stove, the application does not claim this in the scheduled attached to the application. While I acknowledge it was a line item included in the October 16, 2024 invoice, it was not itemized in the main list of Landlord claims. I do not find it reasonable in this circumstance to award costs. I found significant inconsistency in the items claimed by the Landlord and those in the contractor's invoice. Overall, I found the request for damages was not supported by sufficient and convincing evidence.
29. With the exception of the damages to the front door, I found the photographs were few in nature, blurry and did not represent the damages claimed.
30. While the Landlord's representative asserts there were various biohazards within the unit, related to mould, pests and garbage, these claims were not supported by the type of documentary evidence I would expect to see. No substantive evidence was led to support the proposition that specialized biohazard treatment was required prior to the contracted work.

31. The Landlord's representative takes the position the testimony of BR is credible and a detailed breakdown should not be required. I don't doubt the credibility of BR. Rather, in my view, there was simply insufficient evidence presented to support the majority of the Landlord's damage claim.
32. At one point in the hearing, I indicated to the Landlord's representative that all of the items claimed have not been presented. He acknowledged he missed a few items and proceeded to state the Board does not have time to review this type of claim in detail. I reminded the Landlord's representative that the Landlord's must prove the claims made and the Board will provide the time required to do so.
33. Based on the evidence before the Board and on a balance of probabilities, I find the claims related to painting, pest control treatment and garbage removal do not fall within the intention of s.89.
34. I acknowledge that the LTB has granted s.89 claims for painting, pest control and garbage removal based on various circumstances. However, in the present case, I am not satisfied that the painting, pest control treatments and garbage removal rise to the level or circumstances required to satisfy the claim made under s.89 of the Act.
35. Overall, I found this portion of the Landlord's application weak and not supported by sufficient evidence. In the event that I have erred in my assessment, I further find that the Landlord's witness was not able to articulate the amounts claimed in the invoice. There was inadequate detail in the invoice to award the sum sought by the Landlord.
36. With respect to the damage to the front door, I find the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage. Based on my knowledge of similar-like cases, I find it reasonable to award an amount of **\$350.00**.
37. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$6,131.50, which represents rent and compensation owing up to June 2, 2024.
2. The Former Tenants shall also pay to the Landlord \$350.00, which represents the reasonable costs the Landlord 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 Landlord owes \$2,053.29 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
5. The total amount the Former Tenants owe the Landlord is \$4,614.21*. See Schedule 1 for the calculation of the amount owing.

6. If the Former Tenants do not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Dana Wren
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 Landlord:

Rent and Compensation Owing To June 2, 2024	\$6,131.50
Damage Costs	\$350.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$53.29
Total amount owing to the Landlord	\$4,614.21