



Order under Section 89 Residential Tenancies Act, 2006

Citation: Baidoun v Massey, 2026 ONLTB 1998

Date: 2026-01-13

File Number: LTB-L-097093-24

In the matter of: B, 819 Clearcrest Cres Clearcrest Cres
Orléans ON K4A3E8

Between: Christopher Baidoun Landlord

And

Nicole Massey Former Tenant

Christopher Baidoun (the 'Landlord') applied for an order requiring Nicole Massey (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 23, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am satisfied that the Landlord served the Former Tenant 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.
3. The Tenant took possession of the rental unit on January 1, 2023 and subsequently vacated the rental unit in accordance with a Form N12 for landlord's own use on October 30, 2024.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

5. The Landlord's application seeks \$2,151.00 in reasonable costs to repair/replace wilful or negligent damage caused by the Former Tenant.
6. Section 89 of the *Residential Tenancies Act*, 2006 (the "Act") allows a landlord to 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.
7. To succeed in its application, the Landlord must show that the damage is "undue", meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.

Kitchen Countertop

8. The Landlord Christopher Baidoun ("Landlord" or "CB") testified the Former Tenant Nicole Massey ("Former Tenant/Tenant" or "NM") damaged the kitchen countertop by using it "as a cutting board". The Landlord produced a picture of an approximately 2 foot section of the countertop which showed markings/usage and the Landlord indicated he paid \$1800 for the countertop (which has not since been replaced)
9. The Tenant denies using the countertop "as a cutting board" and suggested the markings were the result of the Landlord's electrician placing his tools on the countertop surface while performing electrical work in the kitchen.
10. The picture evidence admittedly shows usage; however, the markings appear relatively minor in nature. As I find the markings are more consistent with wear and tear as opposed to willful or negligent damage, this claim is dismissed.

Weather stripping front door

11. The Landlord alleges the Tenant's pet damaged the weather stripping on the door. In support, a picture was produced showing some light weather-stripping peeling approximately 1 foot from the ground. The Landlord indicated the weather stripping was newly installed at the commencement of tenancy and has not since been replaced.
12. The Tenant denies causing any damage and suggested the peeling was most likely caused by an eavestrough leakage due to a broken downspout.
13. The onus to prove this allegation rests with the Landlord and based upon the evidence presented, it is unclear the cause of the peeling. Moreover, while the picture evidence shows some peeling approximately 5 inches in length, it appears relatively insignificant. As I do not find the peeling rises to the level of constituting "undue damage", this claim is dismissed.

Kitchen cabinet & ceiling pot light

14. The Landlord alleges the Former Tenant damaged the area surrounding the ceiling pot lights, as well as a kitchen cabinet wall. The Landlord produced a picture of some light markings in or around the ceiling pot lights, as well as two screw marks on the kitchen cabinet wall. With respect to the ceiling pot lights, the Landlord suggested that “*something must have hit it*”.
15. The Tenant denies causing any damage, stating she does not recall hitting the ceiling during move-in/move-out and stating the purported damage is mere “scratches”. With respect to the kitchen cabinet wall, the Tenant admitted the screw marks were the result of a shelf that she affixed to the wall.
16. Based upon the evidence presented, it is unclear the cause of the markings on the ceiling which, in any event, appear minimal. Similarly, with respect to the kitchen cabinet wall, the two identified screw holes do not appear to be prominent, nor do they appear to impact the functionality or overall appearance of the kitchen in any way. Accordingly, I do not find that the ceiling markings or wall screw holes rise to the level of constituting “undue damage”, as opposed to mere wear and tear. These allegations are accordingly also dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

January 13, 2026
Date Issued

Peter Nicholson
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.