



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

File Number: LTB-L-061746-25

In the matter of: 2913, 77 SHUTER ST
TORONTO ON M5B0B8

Between: Terry Tae-III Min
Seung Sook Min Landlords

And

Kostiantyn Kuderskyi
Kateryna Kripostna Tenants

Terry Tae-III Min and Seung Sook Min (the 'Landlords') applied for an order requiring Kostiantyn Kuderskyi and Kateryna Kripostna (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

Only the Landlord Terry Tae-III Min attended the hearing.

As of 11:50 a.m., the Tenant was 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 Landlords have proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenants shall pay to the Landlords \$4,873.42.
2. The Tenants were in possession of the rental unit on the date the application was filed.

Compensation for Damage

3. The Landlords filed a request to amend their application to include additional damage after the Tenants vacated the rental unit. There was no evidence that the request to amend was served to the Tenants, nor that the Tenants were aware that the Landlords would be seeking compensation for additional damage.

4. Upon further consideration, the claims that form the basis of the Landlords' request to amend would ordinarily be raised in an L10 application and in the absence of clear service to the Tenants or confirmation of receipt of the request to amend, the request must be denied.
5. The Landlords' application alleges the Tenants caused damage to the rental unit, specifically:
 - a. Fines for improper garbage disposal;
 - b. Emergency plumbing expenses;
 - c. Floor damage due to flooding;
 - d. Replacement of key fobs;
 - e. Damage to window blinds.

6. Section 89 of the Act provides:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former 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,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

7. The fines incurred by the Landlords for improper garbage disposal, and the replacement of key fobs are not "damage" as contemplated by the Act and accordingly, these allegations are dismissed.
8. The Landlords submitted copies of e-mail chains and a plumber's invoice that shows there was a leak into a residence below the Tenants' rental unit as a result of the Tenants leaving a faucet turned on in their bathroom. The Landlords incurred costs of \$3,444.42 for emergency response and repairs due to the flood.
9. Based on the evidence before me, I am satisfied that the Tenants negligently caused damage as a result of leaving a faucet turned on in the bathroom and the Landlord's is entitled to reimbursement for out of pocket expenses of \$3,444.42 to repair the damage caused by the flood.
10. The Landlords also assert that as a result of the flood, the floor in the rental unit requires replacing. The Landlords submitted photographs of the floor and an invoice totaling \$5,500.00 to replace the entire floor.
11. The photographs of the floor show many different areas of the rental unit that are not specific to the area where the flood occurred. The estimate to replace the floor also does not list a cause for the replacement of the floor and I am without sufficient evidence to find that the issues with the floor in the rental unit are attributable to the flood caused by the Tenants.

12. The Landlords also submitted photographs of windows in the rental unit and various vertical hanging blinds that had been damaged. The Landlord testified that the blinds had been “ripped down” and sought the replacement cost of \$1,243.00. I am satisfied that the damage to the blinds was caused either wilfully or negligently by the Tenants. Accordingly, the Tenants shall pay to the Landlords \$1,243.00 to replace the blinds.
13. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlords \$4,687.42, which represents the reasonable costs of repairing the damage.
2. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Tenants must pay the Landlords is \$4,873.42.
4. If the Tenants do not pay the Landlords the full amount owing on or before January 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Kyle McGraw
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.