



Order under Section 89 Residential Tenancies Act, 2006

Citation: Skyline Living Real Estate Holdings Inc. c/o Skyline Living v Heredia Ayala, 2026
ONLTB 2590

Date: 2026-01-05

File Number: LTB-L-086948-24

In the matter of: 104, 2255 UNIVERSITY AVE W
WINDSOR ON N9B1E6

Between: Skyline Living Real Estate Holdings Inc. c/o Skyline Living Landlord

And

Maria Heredia Ayala Former Tenant

Skyline Living Real Estate Holdings Inc. c/o Skyline Living (the 'Landlord') applied for an order requiring Maria Heredia Ayala (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 September 24, 2025.

The Landlord's legal representative, Shannon Kieken, and the Former 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 at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure. The Certificate of Service indicates that the application and Notice of Hearing were served on the Former Tenant at her current address on June 24, 2025.
3. The Former Tenant vacated the rental unit on November 30, 2023.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

5. The Landlord relied on preliminary and outgoing inspection reports that both note that the kitchen floor was damaged and describe the flooring as having been “ripped up” by the Former Tenant’s dog.
6. The Former Tenant did not seriously dispute that the dog caused some damage to the kitchen flooring but disputed the extent of the area requiring repair and the amount being claimed by the Landlord. The Former Tenant’s evidence was that the vinyl-covered area of the kitchen was less than 60 square feet, whereas the Landlord’s documents refer to removal and replacement of approximately 230–244 square feet of flooring, as part of a broader unit upgrade.
7. The Landlord submitted a Resident Damage Report charging \$1,690.16 for “Kitchen Floor/Tiles/Ceiling – dog ripped up flooring”, together with a credit of \$57.38, for a net internal chargeback value of \$1,632.78. The Landlord also filed a contractor price quote that includes removal of existing vinyl flooring and preparation of 200–230 square feet of flooring as part of a larger scope of work to repaint and re-floor the entire unit.
8. The Former Tenant filed written evidence that described a video showing the Landlord and contractors attending the unit, measuring not only the kitchen but also the bathroom and discussing broader upgrades to the bathroom tile, tub and entryway. The Tenant also filed the video into evidence. The Former Tenant’s testimony is that the unit was outdated, that they were told they would not have to pay for the flooring because the unit was to be upgraded, and that the contractor quote relied upon by the Landlord relates to those broader upgrades rather than solely to repairing the damaged portion of kitchen flooring.
9. The Landlord has the onus under subsection 89(1) of the Act to prove, on a balance of probabilities, both that the Former Tenant, another occupant of the rental unit or a person permitted in the residential complex wilfully or negligently caused *undue* damage to the rental unit or residential complex and that the amount claimed represents the *reasonable cost* of repairing that damage or replacing property that cannot reasonably be repaired.
10. On the evidence before me, I am prepared to accept that the Former Tenant’s dog caused some damage to the kitchen vinyl flooring. However, the Landlord has not provided a quote or invoice that clearly isolates the reasonable cost of repairing or replacing only the damaged area of flooring. Instead, the documentation ties the claimed amount to a full replacement of a much larger floor area and appears to be part of a broader renovation and upgrade of the unit. The Former Tenant’s evidence about the small size of the kitchen (less than 60 square feet) was not seriously undermined in cross-examination, and the Landlord’s representative was unable to state the actual square footage of the damaged area.
11. Given these discrepancies, I am not satisfied that the amount claimed reflects only the reasonable cost of repairing the undue damage, as opposed to including costs associated with improving or upgrading the unit. In the absence of reliable evidence that would allow me to apportion or separate the cost of repairing the damage from the cost of broader capital upgrades, I would be required to speculate in order to fix an amount. The Landlord

has therefore failed to meet its onus with respect to the reasonable cost of repair under subsection 89(1) of the Act.

12. For these reasons, I find that although there was some damage to the flooring caused by the Former Tenant's dog, the Landlord did not prove the reasonable costs that it incurred or will incur as a result of that damage. The application must therefore be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 5, 2026
Date Issued

Colin Elsby
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.