



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-033216-25

In the matter of: 1 BUR OAK DRIVE
THOROLD ON L2V0L9

Between: Crescent Properties Corporation Landlord

And

Adedoyinsola Adefolahan Former Tenant
Chimeze Azodo
Lawrence Ighomuaye
Chris Ceide
Aaron Narain
Evans Ehinon

Crescent Properties Corporation (the 'Landlord') applied for an order requiring Adedoyinsola Adefolahan, Chimeze Azodo, Lawrence Ighomuaye, Chris Ceide, Aaron Narain and Evans Ehinon (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 8, 2025.

Only the Landlord agent, Abir, Khattab attended the hearing.

As of 10:06 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.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
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.

3. I am 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.
4. These documents were served on November 19, 2025. The Landlord had written authorization to use the Former Tenant's emails to serve all the Former Tenants documents and notices in accordance with the tenancy agreement. The Landlord acquired separate emails for all of the Former Tenants and emailed each Former Tenant separately.
5. The Landlord submitted a copy of the tenancy agreement, schedule B indicating all of the Former Tenants provided separate emails to the Landlord.
6. The Former Tenant vacated the rental unit on April 30, 2024.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord owned the rental unit at the time the application was filed with the Board.
9. The rental unit is an end unit townhouse with six bedrooms and five bathrooms.

Compensation for damage

8. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
9. The Landlord claims the damage includes:
 - Damage to walls;
 - Garbage removal;
 - Cleaning;
 - Damage to kitchen cabinets;
 - Smoke smell remediation; and
 - Broken stove glass top.
10. The Landlord claims he incurred reasonable costs of \$4,039.75 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
11. The Landlord submitted documentary and photographic evidence to support the claims in the application.

Damage claims dismissed

12. Section 89 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Application for compensation for damage

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; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 21 (1).

[emphasis added]

13. The Landlord claims \$452.00 for items left behind the Landlord disposed of and \$932.00 for “additional cleaning”.

14. I do not find that garbage removal, removal of debris or cleaning meets the definition of damage under the Act. The Act allows a Landlord to claim compensation for damage for: “...repair of or, where repairing is not reasonable, the replacement of damaged property...” In my view garbage removal and cleaning does not constitute anything that could be compensated for that requires repairing or replacing and is not considered damage.

15. Therefore, the Landlord’s claim for \$452.00 for debris removal and \$932.00 for cleaning under damage must be dismissed.

Damage claims granted

16. The following items claimed by the Landlord as damage caused by the Former Tenant are granted:

- Damage to walls;
- Damage to kitchen cabinets;
- Smoke smell remediation; and
- Broken stove glass top.

17. Based on the photographic evidence and the invoices submitted as evidence at the hearing I am satisfied the Landlord has proved the allegations for damage regarding the items in paragraph 16 of this order. I find the Landlord credible and consistent with his testimony in support of the photos of the rental unit and the reasonable costs the Landlord incurred to repair the damage.
18. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Former Tenant willfully or negligently caused undue damage to the items above. I find the Landlord has also proved the reasonable costs that the Landlord incurred as a result of the damage in the amount of \$2,654.60.
12. The Landlord is not holding a last months rent deposit. The Landlord testified the last months rent deposit was applied to the last month of the tenancy for rent.
13. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,654.60, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,840.60*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Former Tenant 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

Greg Brocanier
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 Tenant must pay the Landlord:

Damage Costs	\$2,654.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,840.60