



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Khvalov v Joseph, 2026 ONLTB 4040

Date: 2026-01-13

File Number: LTB-L-057224-23

In the matter of: 17 NICHOLSON DR
BARRIE ON L4N8L7

Between: Dmytro Khvalov Landlord
Galina Khvalov

And

Desiree Ryder Tenant

Dmytro Khvalov and Galina Khvalov (the 'Landlord') applied for an order to terminate the tenancy and evict Desiree Ryder (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Dmytro Khvalov and Galina Khvalov (the 'Landlord') applied for an order requiring Nicolas Desiree Ryder (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Dmytro Khvalov and Galina Khvalov (the 'Landlord') applied for an order requiring Desiree Ryder (the 'Tenant') 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.

Dmytro Khvalov and Galina Khvalov (the 'Landlord') applied for an order requiring Desiree Ryder (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted

in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 3, 2025.

The Landlord, Dmytro Khvalov, attended the hearing. The Tenant attended the hearing. The Landlord was represented at the hearing by Alton Gray.

Determinations:

Preliminary Issue

1. At the outset of the hearing, the parties consented to remove Nicolas Joseph and Rhonda Green as parties to the application

L2 Application

2. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
3. The Landlord alleges extensive damage to the rental unit and relies primarily on a home inspection report dated May 25, 2023, photographs, and contractor estimates exceeding \$50,000. The Landlord submits that this damage was caused by the Tenant, as the Tenant was in control of the rental unit.
4. Section 62(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may give a tenant notice of termination if the tenant, another occupant, or a person permitted in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex. Section 89(1) of the Act permits the Board to order compensation for reasonable costs incurred to repair or replace such damage.
5. The language of sections 62 and 89 requires the damage to be undue. It is well established that some damage will occur over time as a result of ordinary use. Reasonable wear and tear does not normally constitute undue damage (*Kamoo v. Brampton Caledon Housing Corp.*, 2005 O.J. No. 3911).
6. I find that the Landlord did not establish that the alleged damage was wilful or negligent within the meaning of section 62 of the Act. Much of the damage relied upon by the Landlord—including deck deterioration, flooring wear, odours, and mechanical or system-related issues—is more consistent with long-term wear and tear, the age of the property, or maintenance deficiencies rather than tenant negligence or wilful conduct.
7. I find the Landlord's testimony did not credibly describe any specific incident, or incidents, where the Tenant wilfully damaged the rental unit. Instead, I find the Landlord is attempting to hold the Tenant responsible for structural and maintenance-related deficiencies, which are the Landlord's responsibility under section 20 of the Act. Accordingly, this portion of the application is dismissed.

Substantial Interference

8. The Landlord also alleges substantial interference with lawful rights, arising from alleged obstruction of real estate showings. The Landlord submits that the Tenant refused entry or created unsafe or uncomfortable conditions during showings.
9. The Tenant testified that she received notices of entry, did not refuse access, and crated her dogs during showings. She denied intentionally obstructing entry.
10. I find the Landlord's evidence regarding refusal of access was vague and inconsistent. The Landlord did not bring their real estate agent to the hearing who could have supported the Landlord's claim that Tenant obstructed entry into the rental unit. Nor was there any documentary evidence provided that supports the Landlord's assertions that the Tenant interfered with the sale of the rental unit. Accordingly, this portion of the Landlord's application is dismissed.

Unpaid Utilities

11. With respect to utilities, the Tenant acknowledged that a utility account fell into arrears at one point. However, the evidence establishes that the account is now fully paid and in good standing. The Landlord confirmed that utilities are no longer outstanding.
12. In these circumstances, I find that the previously unpaid utility bills do not amount to substantial interference warranting termination of the tenancy. This portion of the application is therefore dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.