



Amended Order
Order under Section 89
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-008501-25-AM

In the matter of: 205, 6380 WYANDOTTE ST E
WINDSOR ON N8S1N6

Between: Amiraco Properties Inc. Landlord

And

Jade Scheffner Former Tenant

Amiraco Properties Inc. (the 'Landlord') applied for an order requiring Jade Scheffner (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 August 5, 2025.

The Landlord's Agent, Charlotte Williams and the Tenant attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on January 5, 2026.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$340.93, which represents the costs to repair damage and the cost of filing this application.
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 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 January 31, 2025 by sending the document by mail to the Tenant's current address.
5. The Former Tenant vacated the rental unit on March 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for Undue Damage

8. The Landlord submits that the Former Tenant caused undue damage to the walls, kitchen faucet and a light fixture. The Landlord also submits that the Tenant caused undue damage to the rental unit by leaving behind an unreasonable amount of garbage and debris in the rental unit.

Garbage Removal

9. The Landlord submits that the Former Tenant left the rental unit with garbage throughout the rental unit.
10. The Landlord submitted photo evidence to support their claim. These photos show rooms with varying degrees of garbage and debris. The photos show some bags of garbage and some debris throughout the rental unit, some food left in the fridge and an unclean oven.
11. The position of the Former Tenant is that she did not leave the rental unit in the state the Landlord is claiming.
12. I find it reasonable to expect that after a tenant vacates a rental unit the landlord will need to do some light cleaning and perhaps even have to take away a few bags of garbage. This is part of the Landlord's cost of doing business.
13. In my view, the quantity of debris and garbage left in the rental unit at the end of the tenancy surpasses what I would expect a landlord to have to do in the normal course of doing business for a light clean up.
14. Based on the evidence before me, I find that the Landlord has proven, on a balance probabilities, their claim of undue damage in the form of garbage and debris left in the rental unit.
15. The Landlord submits that it incurred costs of \$550.00 to remove five bags of garbage from the rental unit and to clean the inside of the fridge and oven. I find these costs to be reasonable in the circumstances.

Kitchen Light fixture

16. The Landlord entered into evidence a photo of the light fixture dated March 13, 2024 that had allegedly removed and damaged by the Tenant.
17. The Tenant testified that she had taken down the light fixture to change a lightbulb and had dropped the light fixture. In the absence of some evidence that the fixture was at the end of

its life, or otherwise defective, I am satisfied that by breaking the fixture while replacing the bulb, the Tenant negligently and unduly damaged the light fixture.

18. The Landlord asserts that they incurred costs of \$125.00 to repair the light fixture and I find this to be reasonable in the circumstances.

Damage to Walls

19. The Landlord entered into evidence photos dated taken in March 2020 of the walls throughout the rental unit, which appear to have holes and chips in the paint that rise above normal wear and tear.
20. The Tenant did not deny that she had caused some damage to the walls in the rental unit, namely a large hole in the drywall.
21. With regards to the peeling paint in the unit, the Tenant testified that the paint had peeled as a result of a faucet leak, but did not have any evidence to support that she had reported any leak with the faucet. Further, the peeling paint appears to be to a door frame in the rental unit, and it is unclear how a faucet leak could have caused the damage the Tenant alleges.
22. In the absence of a plausible explanation for how the paint began to peel, I draw an inference that the Tenant caused the damage to the wall either willfully or negligently and I was satisfied that the damage was undue. Further, given the Tenant's testimony that she, an occupant or a guest had punched a hole in the wall, I was satisfied based on the evidence before me that there was undue damage to the drywalls of the rental unit caused by the Tenant's, their guest's or their occupant's willful or negligent conduct.
23. The Landlord asserts that they incurred labour costs of \$1,265.00 to repair the holes and damage to the walls throughout the unit. However, the Landlord did not provide any estimates or invoices to justify the labour cost of \$1,265.00 to repair the damaged walls and it was unclear how the rate of \$55.00 per hour for 23 hours of labour was calculated. While I accept that the Landlord will incur *some* costs to repair the drywall, I was not satisfied that the Landlord has proven the cost of the repair to the damaged walls and accordingly award \$200.00 which I find to be reasonable in the circumstances to repair the drywall.

Kitchen Faucet

24. There was no evidence led by the Landlord as to the alleged damage caused to the kitchen faucet. As a result, I find that the Landlord has failed to prove that there was undue damage to the kitchen faucet, and this portion of the Landlord's application is dismissed. as alleged in the application.

Bathroom mirror

25. The Landlord entered into evidence photos of the bathroom dated March 13, 2024. The Landlord submits that the Tenant removed the mirror above the bathroom vanity. The

Tenant testified that as per the Landlord's photo evidence, the mirror was still in the rental unit as of the date the Tenant vacated.

26. Based on the evidence before me, I was not satisfied that the Tenant had removed the mirror above the bathroom vanity. The Landlord's photo evidence, which were allegedly taken after the Tenant vacated, show that the vanity was in the washroom as of the date the photos were taken and there was no evidence led that the mirror was in any way damaged. As a result, the Landlord's request for the costs to repair or replace the bathroom mirror is denied.

27. For the reasons given above, I am satisfied that the Landlord incurred reasonable costs of \$675.00 to repair undue damage that was wilfully or negligently caused by the Tenant or their occupant or guest.

12. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$875.00, 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 **\$1,061.00***. 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 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Christopher Lin

Member, Landlord and Tenant Board

January 19, 2026

Date Amended

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	\$875.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	<u>- \$0.00</u>
Total amount owing to the Landlord	\$540.93