



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

File Number: LTB-L-097335-24

In the matter of: 226E, 8868 YONGE ST
RICHMOND HILL ON L4C1Z8

Between: Matthew Dunn Landlord

And

Tamesha Johnson Former Tenant

Matthew Dunn (the 'Landlord') applied for an order requiring Tamesha Johnson (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former 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.

Matthew Dunn (the 'Landlord') applied for an order requiring Tamesha Johnson (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 October 1, 2025.

Only the Landlord attended the hearing. The Landlord was represented by Kelly-Anne Day.

As of 11:56am, the Former Tenant was 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 the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$3,107.27 on or before January 30, 2026.

Service of the L10 Application and Notice of Hearing

1. The Landlord's uncontested evidence was the notice of hearing and the L10 application were served to the Tenant on June 4, 2025 via mail. The Landlord confirmed that the mailing address was provided by the Tenant after they vacated and a copy of this email¹ was submitted into evidence to support this assertion.
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 also 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. I also find that the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Termination of the Tenancy

5. By way of background the residential complex is a condominium unit with one bedroom and a den. The Former Tenant was the first occupant of the rental unit as it was a new build.
6. The Former Tenant's lawful monthly rent was \$1,900.00.
7. The Landlord's uncontested evidence was, the Former Tenant gave proper notice that they would be vacating at the end of December 2023. As such, I am satisfied that the tenancy terminated on December 31, 2023.

Compensation for substantial interference

8. The Landlord's claim under section 88.1 of the Act stems from legal and administrative fees charged by the condominium corporation due to the Tenant's behaviour – specifically due to the Tenant permitting their pet to defecate on the unit's balcony and common areas and failing to pick up and/or clean up afterwards.
9. The Landlord testified that when they spoke to the Tenant, the Tenant's response was, they would take care of it, speak to building management and correct the infractions; however, the Tenant failed to do so, resulting in the Landlord being charged this amount. As such, the Landlord seeks reimbursement for these charges that were levied by the condominium corporation².
10. Based on the submissions before the Board, I am satisfied that the Former Tenant, substantially interfered with the Landlord's lawful right, privilege or interest and as a result the Landlord incurred reasonable out-of-pocket expenses of \$1,100.89 which was directly related to the Tenant's failure in picking up after their pet in common areas and on the balcony of their unit.

¹ 6498769

² 4585151

Compensation for damage

13. The Landlord's L10 application claims damages pursuant to subsection 89 of the Act for the following items: laminate flooring, baseboards, living room walls, bathroom floor, freezer drawer and fridge shelf, and the disposal of items left behind.
14. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish the following:
 - i. There was property damage to the rental unit or residential complex;
 - ii. The damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
 - iii. The damage was a result of wilful or negligent conduct.
15. In this context, I take the word "property" to refer to the physical objects like the walls, ceilings, floors, appliances and fixtures in a residential complex.
16. If all of these factors are met, then the amount the Board can award is limited to the reasonable cost of repair – the replacement cost cannot be awarded unless it is not reasonable for the damage to be repaired.
17. With respect to the claim for the cost of removing and disposing items that were left behind, I do not find that constitutes property damage and falls within the purview of section 89. Therefore, I find this claim must be dismissed.
18. With respect to the laminate flooring, the photographs demonstrate peeling of the laminate and exposure of the wood which appears to occur when liquid such as water or urine comes in contact with the floor. The Landlord's uncontested evidence was this was the area that the Tenant's dog's crate was in which caused the damage and as such these floorboards needed to be replaced.
19. I am satisfied the damage to the floorboards constitutes property damage which was a result of the Tenant's wilful or negligent conduct and I am satisfied that this is not normal wear and tear damage.
20. With respect to the baseboards, the Landlord's evidence was the Tenant's pet was chewing on them throughout the rental unit exposing the wood and destroying the paint layer. When the Landlord raised this issue with the Tenant in June the Tenant accepted responsibility but did not fix the issue by the time they moved out.
21. I am satisfied the damage to the baseboards constitutes property damage which was a result of the Tenant's wilful or negligent conduct and I am satisfied that this is not normal wear and tear damage.
22. With respect to the living room walls, the photographs presented by the Landlord and their uncontested evidence describe the damage to be black stains and a hole in the wall that was poorly patched. This required painting to the walls to restore it to its original condition.

23. I am satisfied the damage to the walls constitutes property damage which was a result of the Tenant's willful or negligent conduct and I am satisfied that this is not normal wear and tear damage.
24. With respect to the bathroom floor, the Landlord's uncontested evidence describes the damage as having occurred due to lack of regular cleaning and upkeep of the bathroom floor which resulted in a build-up of dirt that could not be easily cleaned.
25. I am satisfied the damage to the bathroom floor constitutes property damage which was a result of the Tenant's willful or negligent conduct and I am satisfied that this is not normal wear and tear damage.
26. Finally, with respect to the freezer drawer and fridge shelf, the photographs show damage in the form of cracks to the shelf and drawer. I find this damage is consistent willful or negligent conduct and I am satisfied that this is not normal wear and tear damage.
27. The Landlord presented an itemized invoice for the repair and replacement of the damages claimed in the application, in the amount of \$1,757.04 and the cost of the floorboards at \$63.34. I find the amount claimed to be reasonable given the extent of the repair work that was required, and this amount shall be awarded in full.
28. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,100.89, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the Tenant's conduct causing substantial interference.
2. The Former Tenant shall also pay to the Landlord \$1,820.38, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount owed by the Former Tenant is \$3,107.27.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Sonia Anwar-Ali
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.