



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

File Number: LTB-L-080081-24

In the matter of: Upper, 347 GREENWOOD AVE
TORONTO ON M4L2R6

Between: Charlton Wong
Cynthia Law
Landlords

And

Roy Hamilton
Former Tenant

Charlton Wong and Cynthia Law (the 'Landlords') applied for an order requiring Roy Hamilton (the 'Former Tenant') to pay the Landlords' 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 January 14, 2026.

Only the first named Landlord and the Landlords' Representative, Jahne Baboulas attended the hearing.

As of 10:37 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlords. 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 Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall be required to compensate the Landlords pursuant to the terms of this order.
2. I am satisfied that the Landlords 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. The L10 application and Notice of Hearing documents were served on December 5, 2025, deemed served December 10, 2025, by mailing a copy of the documents to the Former Tenant's current place of residence.

4. The Former Tenant vacated the rental unit on March 1, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for Damage:

6. The Landlords conducted an inspection of the rental unit after the Former Tenant vacated and observed the following damages:
 - Multiple damaged doors, including holes, and visible cracks in the doors.
 - Damaged walls with various sized holes throughout.
 - Multiple walls with drawings.
 - Multiple walls, doorframes, baseboards, doors, and a staircase have been painted without authorization or consent of the Landlords.
 - Installation of locks on bedroom doors causing holes in the door
 - Installation of homemade door jambs, cupboards, and shelving units using large bolts and screws to secure to the wall / failing to remove said items upon departure from the rental unit
 - Painted light fixtures.
7. The Landlords tendered an invoice for the cost of repairing the damages referenced above and photographs of the damages claimed into evidence. As per the invoice tendered, the cost of repairing the damages referenced above amounted to \$4,971.85.
8. The Landlords also claimed damages in the amount of \$744.67 for the cost of cleaning out the rental unit because of the Former Tenant failing to remove their garbage and personal content at the time of vacating the unit. The Landlords' Representative argued that this cost should be accepted as a damage in this circumstance because it was a necessary cost to do the necessary repair work. In essence, a large portion of the items that had to be removed from the rental unit were the homemade shelves, cupboards, and door jambs mounted throughout the rental property. The walls also had to have the hand drawn murals cleaned to repaint. The walls could not be repaired, patched, primed, or painted without the removal of these obstructions. Accordingly, I am satisfied that in this instance, the Landlord's costs of \$744.67 for cleaning and removal of the Former Tenant's personal content and garbage should be considered as a cost associated with damage incurred by the Landlords.
8. Based on the uncontested evidence, I am satisfied that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit residential complex.
9. The Landlords incurred reasonable costs of \$5,716.52 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.
10. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlords \$5,716.52, which represents the reasonable costs the Landlords incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlords is \$5,902.52*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlords the full amount owing on or before February 6, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Ilan Shingait
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	\$5,716.52
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,902.52