



Order under Section 89 Residential Tenancies Act, 2006

Citation: Elias v McDonald, 2026 ONLTB 7031

Date: 2026-01-22

File Number: LTB-L-104738-24

In the matter of: 910, 35 Holland Ave
Ottawa ON K1Y4S2

Between: Erwin Elias Landlord

And

Patricia McDonald Former Tenants
Neil McDonald

Erwin Elias (the 'Landlord') applied for an order requiring Patricia McDonald and Neil McDonald (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on October 20, 2025.

The Landlord and the Former Tenant, P. McDonald, attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
2. The Former Tenants moved into the rental unit, a two bedroom apartment, in 2014. They moved out on May 31, 2024.
3. The Landlord alleges that the Former Tenants completely abused the flooring. They submitted into evidence a video of the apartment, taken on June 3, 2024. There are a couple of places where the carpeted floor is stained with large brown splotches, and there is a brown circle on the bathroom tiling.
4. The Landlord submitted into evidence an estimate to have the flooring of the rental unit completely replaced by laminate, in the amount of \$8,727.17. He acknowledges that

laminated is not the same as carpeting, so he only claims half that amount from the Former Tenants. The Landlord said that the carpeting was only one year old when the Former Tenants moved into the rental unit in 2014.

5. The Former Tenant, P. McDonald (PM) said that she had a freezer in one bedroom that must have been unplugged by a contractor while they were away, causing discolouration in the carpet. She said that she got the flooring cleaned twice per year, but she was told before moving that the Landlord intended to completely replace the carpeting with laminate so she stopped doing it. She also said that the brown circle on the bathroom floor was always there since they moved in.
6. The Landlord alleges that the Former Tenants broke a dryer part that caused \$62.60 to replace.
7. PM said that the dryer was faulty when the Former Tenants lived in the rental unit.
8. The Landlord said that the Former Tenants overloaded the fridge, and it broke internal parts of the fridge. He said that the fridge was three or four years old when the Former Tenants moved into the rental unit. They submitted into evidence invoices for various fridge parts for a total of \$415.22.
9. PM said that the fridge was old and cracked easily. She said that Landlord would have had to replace it in any case.
10. The Landlord alleged damages to blinds, as well as a complete lock change because the Former Tenants did not return all the keys. However, it is undisputed that the blind repair was covered by an insurance claim, and the lock replacement was not mentioned in the application, so I did not consider these claims.

Reasons and Analysis:

Flooring:

11. The Landlord's documentary evidence shows that the insurance claim covered cleaning of the carpet, as well as the blinds. Therefore, I find PM's evidence credible, that is, that the Landlord intended to replace all the flooring in the rental unit regardless of any damage caused by the Former Tenants since the Landlord has already repaired the carpet damage through the insurance claim. The Former Tenants cannot be held liable for any of the estimated cost of replacing all the flooring with laminate, as that would be double recovery, and they cannot be held responsible to pay for the Landlord's intended replacement of all the flooring in the rental unit.
12. However, PM admits the damage caused to the carpet by her freezer. Therefore, I find that it is not unfair for the Former Tenants to reimburse the Landlord their deductible cost of the insurance claim, or \$500.00.
13. With respect to the bathroom floor damage, there is a very marked brown ring in the bathroom floor linoleum which exceeds wear and tear. There is no reasonable way to

repair that damage in linoleum without replacing the linoleum. The problem is that the Landlord did not provide an estimate or receipt for the cost to replace the linoleum in the bathroom. On the basis of the bathroom comprising 10% of the rental unit, I find that it is not unfair to use the Landlord's estimate for complete replacement by laminate as a guide for the bathroom. Consequently, I will order the Former Tenant's to pay 10% of that estimate, or \$870.00 to replace the damaged linoleum in the bathroom.

Fridge and Dryer:

14. In the absence of a photograph of the damaged dryer part, I find, on a balance of probabilities, the Landlord's evidence with respect to the fridge and dryer to be more credible for the following reasons. The Landlord had photographs of the broken fridge parts, that were damaged beyond wear and tear. There were cracked or broken drawers, which I find to be undue damage and not wear and tear. There were invoices for the damaged parts dated around the same time as the end of the tenancy, that demonstrate that the Landlord tried to mitigate their damage by replacing the parts, rather than purchase a new fridge. The Landlord said that the fridge still works to date. Although the Landlord failed to produce a receipt for the dryer part, I find that PM's testimony supports the Landlord's claim that there was a problem with the dryer that required repair, and \$62.60 is a reasonable amount to reimburse the Landlord for fixing the issue. The total for all the replacement fridge parts is \$415.22. Therefore, I find that the Former Tenants caused undue damage to the fridge and dryer, and the reasonable cost to repair or replace the damage is \$415.22 plus \$62.60.

It is ordered that:

1. The Former Tenants shall pay to the Landlord, \$500.00 for the insurance deductible to fix the carpeting, \$870.00 to repair the damage to the bathroom flooring, \$415.22 to replace the damaged fridge parts, \$62.60 to replace the damaged dryer part, for a total of \$1,847.82, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$2,033.82*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 2, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Nancy Morris
 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	\$1,847.82
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,033.82