



Order under Section 89 Residential Tenancies Act, 2006

Citation: Pegus v Chan, 2026 ONLTB 7137

Date: 2026-01-27

File Number: LTB-L-099793-24

In the matter of: 301, 58 LAKESIDE TERR
BARRIE ON L4M0L5

Between: Steven Pegus
Hazel Ronquillo
Landlords

And

Wai Tung Chan
Former Tenant

Steven Pegus and Hazel Ronquillo (the 'Landlords') applied for an order requiring Wai Tung Chan (the 'Former Tenant') to pay the Landlords' reasonable out-of-pocket costs that the Landlords 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 20, 2025.

The Landlord, S. Pegus, the Tenant and the Tenant's legal representative, A. Chen, attended the hearing.

Determinations:

1. The Tenant lived in the rental unit from August 1, 2022, until July 20, 2024.
2. The Landlords claim that the Tenant caused damage to the rental unit, including, to a thermostat, mould, broken tiles and water damage.
3. It is undisputed that the thermostat was broken and repaired by August of 2023, more than a year prior to when the Landlord filed the application in December of 2024. Therefore, the Landlord is not entitled to any damage as a result of the thermostat in this application. Subsection 87(1.1)(b) of the *Residential Tenancies Act, 2006* (the 'Act') only permits an L10 application filed within a year of any damage. Any damage alleged with respect to the thermostat is therefore time-barred.
4. The Landlord, S. Pegus (SP) submitted into evidence photos he took, that reflected the same damage photos reported in a home report commissioned by the Landlord on August

2, 2024. In all of the photos there is undisputed water damage on a bathroom vanity drawer, causing chipped, marked or warped wood. There is undisputed mould in the caulking of bathroom tiles, there are chipped or loose tiles in the shower area, and there is mould between the kitchen sink and counter under which it is mounted. There is also chipping from water damage at the bottom of the bathroom doors.

5. The Landlords are seeking the cost of fixing the mould in the caulking, as well as the replacement cost of the bathroom vanity and the two doors.
8. I find that the Landlords did not prove 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 or residential complex for the reasons that follow. The photos reveal that the bathroom vanity, as well as the bathroom doors are made out of MDF, or a cheap MDF-like material, which is a construction material that will almost immediately deteriorate in a moist, damp environment. Therefore, the chipping apparent on the vanity and doors, and even the baseboards, is more a result of the cheap material used in construction rather than any undue, wilful or even negligent damage caused by the Tenant. I find that the damage is, therefore, the result of wear and tear on these types of materials which are not particularly hard-wearing or appropriate for a bathroom. Tile caulking also deteriorates over time and eventually becomes discoloured as a result of wear and tear. The loose tiles could also be the result of an inadequate tiling job performed by the builders which has led to water getting in behind the tiles, rather than any wilful act by the Tenant. The mould that appears between the kitchen sink and the countertop is exactly in a spot where there is slight gap between the sink and the counter, indicating that the sink was not fitted exactly beneath the counter, and water was able to get behind the sink. Any resulting mould is also the inevitable result of wear and tear rather than any undue damage caused by the Tenant.
9. While it is unfortunate that the rental unit has undergone this type of damage in only two years, it is not due to the Tenant's normal use of the bathroom or kitchen, but rather the building quality or quality of the materials used in building.

It is ordered that:

1. The Landlords' application is dismissed.

January 27, 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.