



Order under Section 89 Residential Tenancies Act, 2006

Citation: Baytree Property Management Inc. v Cutler, 2026 ONLTB 7837

Date: 2026-01-23

File Number: LTB-L-079199-24

In the matter of: 2811, 115 BLUE JAYS WAY
TORONTO ON M5V0N4

Between: Baytree Property Management Inc. Landlord

And

Christopher Cutler Former Tenant

Baytree Property Management Inc. (the 'Landlord') applied for an order requiring Christopher Cutler (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 December 23, 2025.

The Landlord's Agent, Josie Jeon, attended the hearing. Matthew Kim and Subin Park attended as witnesses for the Landlord.

As of 1:30 p.m., 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 to the Landlord \$6,933.30.
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 November 18, 2025 by courier.
5. The Former Tenant vacated the rental unit on August 1, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

8. The Landlord alleges the Former Tenant, another occupant of the rental unit or a person the Former Tenant permitted at the residential complex, wilfully or negligently caused undue damage to the rental unit or residential complex with respect to the:
 - 1) Bathroom vanity;
 - 2) Flooring;
 - 3) Walls and other fixtures;
 - 4) Garbage, debris, and belongings left behind by the Former Tenant.
9. The Landlord's agent submitted a series of photographs¹ as evidence. The "before" images show the rental unit in pristine condition, with no visible damage to any room, appliance, or fixture. In contrast, the "after" photographs reveal significant damage to the floors, walls, bathroom vanity, and kitchen cabinets. They also indicate the unit was left in an unclean state, including rotting food in the refrigerator and oven, as well as various discarded items throughout the space.
10. The Landlord's agent also submitted the following invoices in support of the Landlord's claim:
 - DOC-4218504 - \$837.40 for wall repair, fixture replacement, and painting
 - DOC-4218500 - \$3,955.00 to replace the damaged flooring
 - DOC-4218499 - \$542.40 – removal of garbage and debris
 - DOC-7037476 - \$1,412.50 – replacement of damaged bathroom vanity
11. Section 89 of the Act states:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex.

¹ Landlord's evidence – DOC-6242351 – before Former Tenant moved into the rental unit
DOC-4218501 – after the Former Tenant vacated the rental unit

12. Based on the uncontested evidence and submissions provided, and on a balance of probabilities, 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, willfully or negligently caused undue damage to the rental unit or residential complex. The Landlord's submissions demonstrate that the damage to the rental unit exceeds normal wear and tear and can only reasonably be attributed to the Former Tenant's negligence. I find the costs incurred by the Landlord are reasonable in the circumstances.
13. As a result, the Landlord's claim for damages in the amount of \$6,747.30 is granted.
14. The Landlord incurred costs of \$186.00 for filing the application and is also entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,747.30, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$6,933.30*. 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 February 3, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Susan Priest
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	\$6,747.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,933.30