



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

File Number: LTB-L-037182-25

In the matter of: 1, 119 Myrtle
Aylmer ON N5H3E9

Between: Paul Pressey Landlord

And

Terry Barratta Former Tenants
Maxine Barratta

On May 6, 2025, Paul Pressey ('PP' or the 'Landlord') applied for an order requiring Terry Barratta and Maxine Barratta and 'TB' and 'MB' or collectively, (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants 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. (L10 application)

As part of this L10 application, the Landlord also applied for an order requiring 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 L10 application was heard by videoconference on December 22, 2025.

The Landlord, the Former Tenants and the Former Tenants' Authorized Agent, Anita Boassaly ('TTA'), attended the hearing.

As a preliminary matter, the parties before me agreed that Anita Boassaly was/is not a tenant under the tenancy at bar and so her name may be removed from the style of cause. The title of proceedings above reflects this correction.

Determinations:

1. TTA presented on behalf of the Former Tenants for the most part, with the Tenant TB providing a short testimony.

2. PP did not file any certificate of service regarding the service(s) of the L10 application or the Notice of Hearing on the Former Tenants. Nonetheless, TTA confirmed that the Landlord emailed TTA on September 9, 2025, attaching copies of both the L10 application and Notice of Hearing – she indicated that she and the Former Tenants were prepared to participate in this hearing.
3. I am therefore satisfied that the Landlord successfully served the Former Tenants with the L10 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.
4. Before me, the parties agreed on the following: (a) the Former Tenants had lived in the rental unit for about 24 years; (b) pursuant to another notice, the Former Tenants moved out of the rental unit on May 1, 2025, thus ending the tenancy; (c) the monthly rent was \$700.00; and (d) the last month's rent deposit was used to cover the rent for the April 1-30, 2025 period.
5. From this, I am satisfied the L10 application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
6. With regard to the claims in the L10 application, PP submitted a request to narrow the scope of the application by deleting the "substantial interference" claim altogether, leaving only the undue damage ("wilful or negligent damage") claim to be heard. TTA did not contest this; she consented to the request. As this presented no real prejudice to the Former Tenants, I accepted the Landlord's request.
7. As explained below, the Landlord proved in part the allegations regarding undue damage contained in the L10 application on a balance of probabilities.

Compensation for damage claim

8. PP testified he visited the rental unit on May 1, 2025 and found undue damage, either caused by negligence or wilfully, by the Former Tenants. He described the things he found including a damaged lock, a damaged stove, damaged flooring (sub-floors), damaged walls and damaged carpets. PP stated the Former Tenants had a cat as some of the damage (e.g. urine damage) appeared to be connected with the pet. PP led exhibits LL#1 and LL#2 into evidence to support his testimony. LL#1 is a collection of 59 colour photos taken on May 1, 2025 and LL#2 is a video of those photos (shown in larger, clearer detail).
9. PP confirmed he bought the rental unit building in November 2024, inheriting the Former Tenants and the tenancy agreement for the rental unit. He stated the Former Tenants never complained about any maintenance problems, and he acknowledged the rental unit most likely had not been renovated in over 22 years.
10. In his opinion, PP stated the damage he found was most likely inadvertent as opposed to intentional, but it was undue damage nonetheless. He stated he was not looking to recover all costs but wanted to focus on the subfloor, the carpet and the stove.
11. PP explained that when repairing and restoring the unit for re-use, he did decide to use better materials as replacement for the damaged items. An example of this was that

instead of installing new carpets, he decided to buy/install luxury vinyl tiles. Because of this, PP stated he was only seeking to recover damage costs that would be connected with the actual things that were in the unit to start with.

12. PP led exhibit LL#3 into evidence which is a copy of Aylmer Flooring's May 23, 2025 invoice, which PP confirmed he paid in full. In that invoice, PP stated he was only seeking \$2,410.45 of the total, which sum relates to the repair/replacement of damaged subfloor. For the carpet replacement, PP said he secured a May 16, 2025 dated carpet estimate from Aylmer Flooring for \$3,564.15 (adduced as exhibit LL#4) – instead of the more expensive vinyl tiles, he stated he was seeking reimbursement of the more reasonable \$3,564.15.
13. Finally, PP testified he found the stove damaged and in bad shape, stating it was quite soiled and appeared to have sustained fire damage (as LL#1, LL#2 photos depict). For this item, PP stated he secured a Leons quotation for a similar replacement stove, costing \$1,072.37 (adduced as exhibit LL#5).
14. During cross-examination, PP was asked to comment on exhibit TT#1, which is a series of emails regarding certain times when PP had wanted to enter into the rental unit. This question was related to PP's earlier submission on entry difficulties, but this particular back-and-forth was not relevant, in my view, to the undue damage claim at hand.
15. PP responded to questions about why he thought the stove was damaged, why the flooring invoice makes no mention of any damage by the Former Tenants, and whether he had any proof or opinions that it was the Former Tenants who caused any of the damage he claimed they did (especially as he bought the building in November 2024 and the Former Tenants moved out on May 1, 2025). He stated his belief that the stove had sustained fire damage from what he saw on May 1, 2025. PP testified that in late 2024, he had an electrician go through the unit at which time he was alert to carpet stains and possible mould in the subfloor (master bedroom and one of the spare rooms). He did receive a report from the electrician but he did not have it with him. He confirmed he had no other proof as to any damage sustained, when it was sustained and who caused it.
16. Finally, PP was asked to comment on his December 12, 2024 dated email in exhibit TT#2, particularly about his comment about the unit not being renovated for at least 22 years. PP confirmed this as being his statement, a true statement. More particularly, PP testified that he was indeed aware of the condition of the rental unit when he had bought it, and the Former Tenants did not raise any maintenance issues with him.
17. TTA submitted briefly that everything the Landlord presented was basically wear-and-tear claims for a rental unit that was never renovated or repaired in any substantial way for over 20 odd years. She noted the Landlord was fully aware of the condition of the rental unit when he bought it, and the previous landlord and PP (as the new landlord) never took any maintenance action to repair or replace anything during the tenancy. TTA argued that "replacements" must be expected to happen after 20 plus years of living, she pointed out the Landlord failed to produce any "start" state of the unit versus the "end" state of the unit to somehow connect whatever it was he was trying to claim against the Former Tenants under the L10 application.

18. TB provided a short oral submission. He is an 80-year old retiree on ODSP. He testified the Former Tenants moved in just over 26 years ago and the unit was not renovated then, and never was afterwards. He stated the previous tenants had soiled some of the carpets, and had made a series of holes in walls for their stereo equipment, which the Former Tenants ended up inheriting “as is” when they moved in. TB confirmed the Former Tenants kept two cats but they were fully trained pets- TB denied the cats ever soiled the carpets or floors. TB denied there was a stove related fire – that never happened he said –but he did say there was never any rangehood over the stove all the years of their tenancy.

Analysis

19. It was clear to me that the Former Tenants had lived in the rental unit for about 24 years and for the duration of the tenancy.
20. It was also clear to me the previous landlord and now the (current) Landlord never undertook any renovation or replacement action for anything of any significance in the rental unit for over 20 years. I note the Landlord at this hearing did not present anything to show me there had been maintenance issues in the past, or damages, or anything undue caused by the Former Tenants.
21. This is a particularly important as I must turn my mind to the “useful life” of “things purchased” that can be found in Part VIII -“Schedule” in Ontario Regulations 516/06 (the “Regs”).
22. The Regs are used regularly for above-guideline rent increase applications, and are also used from time to time for maintenance claim applications (T6 applications) or landlord damage claim applications (such as L2 applications). When undue damage is found, the information contained in the Regs assists in determining cost values that may be assessed and thus ordered in the LTB orders.
23. In Part VIII-“Schedule”, I note that the useful life for hardwood flooring (uncovered) is 20 years, for carpets 10 years and for stoves 15 years. While this “useful life” schedule is not automatically conclusive in of itself, *prima facie*, I do believe this information is very helpful when a landlord claims a tenant has unduly damaged a rented unit and is saying that while the landlord understands what “wear-and-tear” means, the landlord still believes the tenant is responsible for the issues that are being claimed as undue damage.
24. Starting with the stove first, I was not persuaded by the Landlord that the stove did not work or was unsafe to operate. All I was given to consider was it was soiled and appeared to have a burn mark on the side of the stove. While it might have required some good cleaning to bring back some of its “shine”, I was left to infer the stove was in working order at the end of the tenancy. This, taken with the useful life of a stove being 15 years, I find on a balance of probabilities that there was no wilful or negligent damage done by the Former Tenants.
25. With regard to the carpets, I was able to see from the LL#2 video (more so than from the LL#1 photos) that there were some areas of carpet that appeared damaged, dirtied and very likely soiled. However, when I consider the useful life of carpets is 10 years, and when I consider TB’s testimony that the same carpets have never changed and were there

even before he moved in, I can only conclude that the carpets have been in place well beyond their wear-and-tear expectation. Consequently, I do not see the carpets as having been damaged unduly by the Former Tenants; the carpets have outlasted their wear-and-tear expectation and therefore this claim cannot succeed.

26. Finally, the claim for the damaged subfloor is quite different. The LL#2 video shows clearly that the subfloor has sustained damage through the carpets and onto the floor, and there appears to be areas of damage with mould-like substances. The video shows the damage looks more recent as the subfloor looks dark in colour which suggests is a more recent occurrence.
27. The useful life of hardwood floor is 20 years (for floors that are not covered) and there is nothing in Part VIII-"Schedule" for subfloors (under carpet). In my view, a subfloor should be able to remain undamaged (as it is protected by carpet) and should be able to retain its usefulness for at least 20 years and even much more.
28. Here, I find there was undue damage done to the subfloor and certainly this is damage that most likely occurred not too long ago under the tenancy. As the Landlord was only the new landlord for about 5 months before the tenancy ended, the subfloor damage was not reported by the Former Tenants (they were probably not aware of it) and most likely it was not discovered by the Landlord until his May 1, 2025 inspection.
29. When the damage was done and exactly how it was done cannot be determined -- I agree with TTA on this -- but it is evident to me on a balance of probabilities that the subfloor damage -- and it is extensive enough as LL#2 shows -- happened while the Former Tenants were living in the rental unit. I therefore find the Former Tenants or someone/something permitted in the rental unit by the Former Tenants negligently or wilfully damaged the subfloor.
30. I reviewed the Aylmer Flooring bill (LL#3) for the subfloor replacement and find that the cost paid by the Landlord for new subfloor appears to be reasonable.
31. As the Landlord is successful in the L10 application (for the claim of subfloor damage), the Landlord is entitled to a reimbursement of the \$186.00 filing fee. (reference: LTB Interpretation Guideline no. 3)
32. TTA provided a submission on the ability of the Former Tenants to pay the Landlord for anything that might be ordered against them. I have considered this and my order below reflects TTA's submission.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,410.45, which represents the reasonable costs the Landlord incurred as a result of the undue damage.
2. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the L10 application.
3. The total amount the Former Tenants owes the Landlord is \$2,596.45.

4. The Former Tenants shall make the following payments to the Landlord in respect of the \$2,596.45 owing under paragraph 3 of this order:

- **\$100.00 (arrears)** on or before **February 1, 2026** and every month thereafter on/before the **1st** day of each corresponding month for a total of 25 months, up to and including **February 1, 2028**; and
- **\$96.45 (balance of arrears)** on or before **March 1, 2028**.

5. If the Former Tenants fail to make any one of the payments set out in paragraph 4 of this order, in full and on time, the full balance owing at the time of failed payment becomes due and payable immediately and the Former Tenants will start to owe interest. This will be simple interest calculated from the date of the missed payment at 4.00% annually on the balance outstanding.

February 2, 2026

Date Issued

Alex Brkic

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.