



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-029237-25

In the matter of: 819, 88 CORPORATE DR
SCARBOROUGH ON M1H3G6

Between: Cristina Bugnot Landlord

And

Justin Hodgeman Former Tenant

Cristina Bugnot (the 'Landlord') applied for an order requiring Justin Hodgeman (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.

This application was heard by videoconference on November 12, 2025. The Landlord and the Former Tenant 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. 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. The Former Tenant moved into the rental unit on June 15, 2017, and vacated on January 31, 2025.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The rental unit is located in a condominium. The Landlord owned / managed this single unit only. The rental unit is a one-bedroom, one-bathroom condo.
6. The Landlord's L10 application is filed pursuant to section 89(1) of the *Residential Tenancies Act, 2006* (the Act) which states:

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; and
- (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

7. The Landlord's application claims \$3,340.00 in out-of-pocket expenses to repair / replace the damaged property. This amount consists of the following:

- Replacement of bathroom towel rack / wall damage - \$220.00
- Replacement of portion of laminate flooring - \$280.00
- Bedroom door replacement - \$190.00
- Laminate kitchen countertop replacement - \$2,050.00
- Replacement of hallway closet door - \$120.00
- Replacement of bedroom blinds - \$480.00.

Landlord's evidence:

- 8. The Landlord testified that the bathroom towel rack was broken off the wall. The Landlord submitted into evidence photographs of the damage (LL exhibit #1). The towel rack consists of porcelain brackets plastered to the drywall. The Landlord also submitted into evidence a written quote of \$220.00 to replace the broken towel rack (LL exhibit #2). The Landlord further stated that the Former Tenant admitted to breaking the towel rack by falling into it sometime in 2024.
- 9. The Landlord testified that a portion of the laminate flooring in the rental unit was damaged by the Former Tenant. The Landlord submitted into evidence photographs showing that a small portion of the flooring was worn and had some staining (LL exhibit #3). The Landlord also submitted into evidence a written quote of \$280.00 to relace this portion of the flooring (LL exhibit #4).
- 10. The Landlord testified that the bedroom entrance door was replaced by the Former Tenant without the Landlords consent at some point during the tenancy and that the replacement door was of poor quality, did not properly fit and damaged the hinge fittings. The Landlord submitted into evidence photographs of the hinges of the replaced door (LL exhibit #5). The photographs confirm that the newly replaced hinges are smaller than the original fittings. The Landlord also submitted into evidence an invoice confirming that it would costs \$190.00 to replace the door and hinges (LL exhibit #6).
- 11. The Landlord also testified that the laminate kitchen countertop was damaged and required replacement due to two "deep holes" on the surface and chipping paint along the

edges. The Landlord submitted into evidence photographs of the countertop taken after the tenancy had terminated and prior to the tenancy commencing (LL exhibit #7). The photographs confirm two small spots of missing paint on the top of the counter near the sink and some light scratches / scuffing near the lip of the sink. The Landlord submitted into evidence a quote to replace the countertop in the amount of \$2,050.00 (LL exhibit #8).

12. The Landlord testified that the bifold hallway closet door was removed by the Former Tenant without the Landlord's consent at some point during the tenancy. The Landlord stated that the Former Tenant advised her in 2024 that the door was removed because it was falling off the tracks. The Landlord submitted into evidence photographs of the removed door (LL exhibit #9) and a quote of \$120.00 to replace the door (LL exhibit #10).
13. The Landlord also testified that after the Former Tenant vacated the rental unit that it was discovered that the bedroom window blinds were removed and replaced with curtains. The Landlord submitted into evidence photographs of the removed blinds (LL exhibit #11) and an estimate of \$480.00 to replace the existing blinds (LL exhibit #12).
14. On cross-examination the Landlord agreed that the rental unit was built in 1992, that no previous renovations had been conducted to the unit at the time the Tenant moved in. The Landlord also agreed that as of the hearing date, that she had been residing in the rental unit and has not conducted any of the repairs plead on her application.

Tenant's evidence:

15. The Former Tenant did not dispute the photographs of the alleged damages submitted into evidence by the Landlord but argued that all of the damages were due to reasonable wear and tear on the rental unit and that the costs of replacement should not be awarded as the value of the damaged items have little to no value given their age. The Former Tenant relied on the 'Schedule of Useful life of work done or thing purchased' pursuant to Ontario Regulation O. Reg. 516/06: *GENERAL*
16. The Former Tenant submitted into evidence a screenshot from the website condos.ca confirming that the rental unit was built in 1992 (TT exhibit #1) and a listing of the rental unit when it was last sold in 2006 confirming that the floors, countertops and other items were the same as when he took possession of the rental unit (TT exhibit #2).
17. The Former Tenant agreed that the bathroom towel rack was broken by him falling. The Former Tenant took the position however that the adhesive used to hold the towel rack was poorly installed.
18. With respect to the blinds, the Former Tenant stated that the plastic clips holding the blinds had deteriorated over time and as such, fell off on their own.
19. With respect to the kitchen countertop, the Former Tenant stated that there was a dishwasher underneath the peeling area and that the paint peeled due to steam and excessive heat throughout his tenancy. The Former Tenant did not agree to cutting items or putting hot pots or pans directly on the countertop.

20. With respect to the alleged damaged flooring, the Former Tenant stated that he stored his bedroom furniture in this area and that any damages to this floor were likely caused due to normal wear and tear.
21. The Former Tenant did not dispute that he replaced the bedroom door, but disputed that the new door was an improper size and maintained the position that the newly installed door was fully functional. The Former Tenant agreed that the replaced hinges were smaller than the previously installed ones but stated that this could easily be repaired with wood filler / paint and did not require a full replacement of the door as the alleged damages were cosmetic only.
22. With respect to the hallway bifold door, the Former Tenant also stated that the clips on the door broke in 2023 and that he advised the Landlord of this issue.

Findings & Analysis:

23. Based on the evidence and submissions before the Board, I find that the Former Tenant has wilfully and /or negligently caused undue damage only to the broken towel rack in the rental unit. The Former Tenant's own evidence confirms that this item was damaged due to him falling and breaking it off the wall. The Former Tenant also led insufficient evidence to suggest that the towel rack was poorly installed and that it broke off the wall due to worn adhesive. As such, the Landlord is entitled to \$220.00 in out-of-pocket expenses to replace this item as per the invoices submitted.
24. I am not satisfied however that the Former Tenant wilfully / negligently damaged the other items claimed in the Landlord's application. As this is the Landlord's application, the onus rests with the Landlord to prove that the damages items were more likely or not caused by the Former Tenant, their occupants or permitted guests.
25. Both the Former Tenant and the Landlord's evidence suggests that these items were deteriorated due to normal wear and tear or did not require full replacement.
26. With respect to the removed bedroom door, although the Former Tenant agreed to removing this item without the Landlord's consent, there was insufficient evidence such as photographs or videos to suggest that the newly installed door was unable to close or function properly. Although the Landlord argued that the replaced hinges were too small, there was insufficient evidence to suggest that this impaired the use of the bedroom door.
27. I also accept the Former Tenant's testimony that the blinds and the bifold door broke due to the plastic clips deteriorating, that the laminate floors wore due to bedroom furniture being stored and moved on top of it and that the laminate kitchen countertop peeled in certain spots due to heat and steam from the dishwasher and sink. All these items are further well beyond their useful life cycle in accordance with *O. Reg. 516/06: GENERAL*.
28. The Landlord 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 Landlord \$220.00, which represents the reasonable costs the Landlord will incur as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$406.00.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Fabio Quattrociochi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.