



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: JDN Property Management Inc v Madhusudhanan, 2026 ONLTB 11281

Date: 2026-02-05

File Number: LTB-L-077997-25-RV

In the matter of: 37, 177 EDGEVALLEY RD
LONDON ON N5V0C5

Between: JDN Property Management Inc

Landlord

And

Abijith Madhusudhanan
Aishwarya Muralidharan
George Sunil
Roshini Sathya

Tenants

Review Order

JDN Property Management Inc (the 'Landlord') applied for an order requiring Abijith Madhusudhanan, Aishwarya Muralidharan, George Sunil, and Roshini Sathya (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord incurred or will incur to repair or replace undue damage to property.

This application was resolved by order LTB-L-077997-25, issued on December 4, 2025.

On January 2, 2026, the Tenants requested a review of the order.

On January 6, 2026, interim order LTB-L-077997-25-RV-IN was issued, staying the order issued on December 4, 2025. The interim order is dated January 6 but, due to a clerical error, is certified as having been dated January 26, 2026.

The review was heard by videoconference on January 26, 2026.

The Landlord's representative Tate MacMillan and the Tenants Abijith Madhusudhanan, George Sunil, and Roshini Sathya attended the hearing.

Reasons:

1. The Tenants lived in the unit for several years. When they moved out, the Landlord inspected the unit and found that the walls had been damaged and the carpet was dirty. It tried to clean the carpet, but was unsuccessful. It then brought this application alleging that the Tenants had wilfully or negligently damaged the walls and carpet, and seeking an order for the repair and replacement costs.

2. The application was heard on November 20, 2025. On the evidence before her, the Member found that the Tenants had wilfully or negligently damaged the walls and carpet, and awarded the Landlord its repair and replacement costs.
3. On review, the Tenants argue that the Member made several errors. I will consider them in turn.

Amendment without notice

4. At the November 20 hearing, the Landlord asked to amend its application to reduce the amounts claimed. The Member allowed the amendment. The Tenants argue that it was unfair to allow an amendment without prior notice.
5. The Tenants have not identified any way in which they were prejudiced by the amendment. The amendment was to their benefit. It did not change the substance of the Landlord's claim or any of the Tenants' defenses. I do not find that the amendment resulted in any unfairness.

Normal wear and tear

6. The Tenants argue that the Member failed to consider whether the condition of the walls and carpets was the result of normal wear and tear. I am not persuaded by that argument. Photos of the walls and carpet at the start and end of the tenancy were in evidence. The Member found that the photos showed that the walls and carpet had been damaged. That finding was available to the Member on the evidence. The purpose of a review is not to re-assess the evidence. There was no error in the approach the Member took to assessing the evidence.

Depreciation

7. The Tenants argue that, in assessing the quantum to award, the Member did not account for depreciation. They argue that the carpet was several years old and had depreciated in value. The Member awarded the full replacement cost, which failed to account for depreciation.
8. Section 89(1) of the *Residential Tenancies Act, 2006* (RTA) provides that the Landlord and Tenant Board (LTB) may award "reasonable costs that the landlord has incurred or will incur for the repair or or... the replacement of damaged property." Section 89(1) does not direct the LTB to award less than the full repair or replacement cost to account for depreciation.
9. Arguably, section 89(1) could be interpreted to mean that the LTB should account for depreciation in its calculation of reasonable repair or replacement costs. However, the Tenants did not make that argument at the hearing. They raise the argument for the first time on review.
10. A review is not an opportunity to present a different or better case. The Member considered the evidence and arguments that the parties put before her. It was not an error

for her to apply the plain meaning of section 89(1), where the Tenants had not argued for a different interpretation that accounted for depreciation.

Evidence regarding mitigation

11. Finally, the Tenants argue that the Member misapprehended the evidence regarding mitigation. Parties have a duty to mitigate their losses. The Landlord in this case tried to mitigate its losses by cleaning the carpet, but it says that the cleaning was not effective and it had to replace the carpet. The Tenants say that the Landlord's cleaning was effective, and the carpet did not need to be replaced.
12. The Tenants argue that the Landlord did not adduce any photos of the carpet after it had been cleaned. The Landlord argues that such photos were in evidence. However, its representative was unable to tell me which of the photos in evidence were taken after the cleaning. I accept the Tenants' position that the Landlord did not adduce photos showing the carpet after cleaning.
13. However, the Tenants did not adduce any photos of the carpet after cleaning, either. They argue that they did, but the record does not contain any photos submitted by the Tenants.
14. In the absence of photos, it was not an error for the Member to decide the issue based on witness testimony. She found that the Landlord attempted to mitigate its losses by cleaning the carpet, but nonetheless had to replace it. The finding was available to her on the evidence.

Result

15. I am not persuaded that the Member's decision contains a serious error. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-077997-25, issued on December 4, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 6, 2026 is cancelled. The stay of order LTB-L-077997-25 is lifted immediately.

February 5, 2026

Date Issued

Dale Whitmore

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.

