



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-024129-25

In the matter of: 302, 935 GOYEAU ST
WINDSOR ON N9A1H7

Between: Ivory Real Estate Investment Inc. Landlord

And

Olasunkanmi Ogunleye Former Tenant

Ivory Real Estate Investment Inc. (the 'Landlord') applied for an order requiring Olasunkanmi Ogunleye (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 November 6, 2025.

Only the Landlord's Representative, Charlotte Williams attended the hearing.

As of 10:13 am, 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 shall pay to the Landlord \$1,756.00 on or before February 13, 2026.
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 September 19, 2025 by email.

5. The Former Tenant vacated the rental unit on January 20, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

Wall Damages

8. The Landlord submitted that the Former Tenant or a guest or occupant or the Former Tenant caused wall damages within the rental unit. The Landlord provided photos of the rental unit prior to the Tenant moving in with a prior inspection checklist with the Tenant's signature approving that the rental unit is in good condition. The Landlord provided photos of the damages to the wall after the Tenant had vacated the rental unit that showed holes on the walls and markings throughout the rental unit which is beyond normal wear and tear.
9. Based on the uncontested evidence presented at the hearing, I find, on a balance of probabilities, that the Former Tenant or their guest or occupant has wilfully or negligently caused damage to the walls. I am satisfied based on Landlord's evidence that the damages are beyond regular wear and tear and that the unit had to be repainted as a result.
10. The Landlord are seeking \$1,320.00 to repaint the rental unit. The Landlords submitted an invoice from York property Management in the amount of \$1,320.00 to the Board. Based on the invoice provided, I find that the Landlords have incurred \$1,320.00 in reasonable out-of-pocket expenses the Landlords incurred to repair the damaged walls.

Bathtub and Sink Damage

11. The Landlord submitted that the Former Tenant or a guest or occupant or the Former Tenant caused bathtub within the rental unit. The Landlord provided photos of the rental unit prior to the Tenant moving in with a prior inspection checklist with the Tenant's signature approving that the rental unit is in good condition. The Landlord provided photos of the damages to the bathtub and sink after the Tenant had vacated the rental unit that showed staining, surface deterioration, and visible wear to the sink and surrounding areas that is inconsistent with ordinary use. The photographs also show residue buildup and damage to the bathroom surfaces that were not present prior to the tenancy commencing.
12. Based on the uncontested evidence presented at the hearing, find, on a balance of probabilities, that the Former Tenant or their guest or occupant has wilfully or negligently caused damage to the bathtub and sink. I am satisfied based on Landlord's evidence that the damages are beyond regular wear and tear and that the bathtub and sink had to be repair and restored as a result.
13. The Landlord are seeking \$250.00 to reglaze the bathtub and sink in the rental unit. The Landlords submitted an invoice from York property Management in the amount of \$250.00 to the Board. Based on the invoice provided, I find that the Landlords have incurred

\$250.00 in reasonable out-of-pocket expenses the Landlords incurred to repair the bathtub and sink.

Cleaning & Garbage Removal

14. The Landlords had provided that they had incurred costs in the amount \$300.00 for housekeeping, garbage removal and appliance cleaning. The Landlord submitted photographs of the rental unit following the Former Tenant's vacating, including images of the kitchen, bathroom, appliances, floors, and cabinets to the Board.
15. The test for damage is whether there is undue damage to the rental unit or residential complex and that undue damage was caused by the willful or negligent conduct of the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex.
16. I find that there is insufficient evidence before me to find that the dirt and debris left behind by the Former Tenant amounts to undue damage. The Landlord's photographs submitted showed only minor dirt, light residue, and ordinary dust in areas such as the floors, appliances, cabinets, and bathroom fixtures. While these conditions required routine cleaning prior to re-renting the unit, they do not demonstrate excessive filth, significant accumulation of garbage, or neglect rising beyond what is reasonably expected at the end of a tenancy. On a balance of probabilities, I find that the condition shown in the photographs reflects normal wear and tear and routine turnover cleaning, rather than damage.
17. I also note that the Landlord claimed these amounts under Reason 4 for damage in the L10 application; however, this claim is more appropriately claimed under Reason 5 of the Landlords' L10 application. Nevertheless, the Landlord's error does not change the outcome of this order as the Landlord lead insufficient evidence to demonstrate that the condition of the unit as the Former Tenant left it rises to a level beyond what is reasonably expected as part of the normal course of business a landlord must undertake when renting out a rental unit and managing a residential complex. Therefore, no remedy shall be granted for this portion of the application.
18. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,570.00, which represents the reasonable costs the Landlord incurred 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 \$1,756.00.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Joshua Labbe
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.