



Order under Section 89 Residential Tenancies Act, 2006

Citation: Balkissoon v Stolz, 2026 ONLTB 11416

Date: 2026-02-05

File Number: LTB-L-042597-23

In the matter of: 2, 202 CRESTHAVEN RD
BRAMPTON ON L7A1G5

Between: Sunita Balkissoon Landlord

And

Jackson Albert Stolz
Natalya Anne Hare Former Tenants

Sunita Balkissoon (the 'Landlord') applied for an order requiring Jackson Albert Stolz and Natalya Anne Hare (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 application was heard by videoconference on December 22, 2025.

The Landlord, the Former Tenant's legal representative Hayley Bettles, and the Former Tenants attended the hearing.

Determinations:

Preliminary Issue:

1. The Landlord's L10 application lists 4 Former Tenants: Glen Arnold Stolz, Jennifer Louise Stewart, Jackson Albert Stolz, and Natalya Anne Hare.
2. Jennifer Stewart testified that the Former Tenants Natalya and Jackson were in a relationship and moved into the rental unit together however, the Landlord insisted that the Former Tenants' parents also be listed on the lease agreement.
3. The Landlord testified that Jennifer and Glen are listed on the lease "because it's their financials".
4. Section 202 of the Act provides:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

5. Despite the tenancy agreement listing Glen Arnold Stolz and Jennifer Louise Stewart as Tenants, there is no evidence that they ever took possession of the rental unit and there was no evidence presented that they paid rent. Even if rent payments were made by them, I find that based on the parties' discussions and with consideration to section 202 of the Act, Glen Arnold Stolz and Jennifer Louise Stewart are guarantors of the lease, not Former Tenants.
6. Accordingly, the application is amended to remove Glen Arnold Stolz and Jennifer Louise Stewart.

L10 Application

7. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$615.40 for the cost to repair negligent damage, and costs.
8. The Former Tenant vacated the rental unit on February 5, 2023.

Compensation for Damage

8. The Landlord application seeks compensation for damage pursuant to section 89 of the Act.
9. Section 89(1)(a) provides:

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

10. The Landlord's evidence is that the parties mutually agreed to terminate the tenancy and during the move out inspection on February 5, 2023, there was damage discovered in the rental unit.

11. The Landlord's application alleges the following damage:

- Drywall damage;
- Kitchen cupboards damaged in 2 spots;
- Steel door scratched;
- Wood door frame damaged;
- Bathroom vanity stained, sink scratched, and shower door chipped;
- Residue around the unit.

12. The Landlord submitted 29 photographs of various walls and ceilings in the rental unit. Some photographs depict a pink residue or staining on the walls, and other photographs show scratches, small holes and indentations.

13. The Tenant submitted a walkthrough video showing the rental unit in mostly good condition and the pink stains seen in the Landlord's photographs are more difficult to see in the Tenant's video.

14. The staining is shown on the walls and ceiling where there was no evidence as to how the pink staining occurred. It would be reasonable to attribute the staining on the wall to the Former Tenants however, since the staining occurred on both the walls and ceiling, the Landlord would need to submit clear evidence as to how the Tenants could have caused the pink stains on the ceiling.

15. Some of the damage depicted to the paint and walls is attributable to the Former Tenants negligence such as the paint removed around the ceiling edges and various holes in the walls.

16. Two photographs were submitted showing the edge of cupboards the Landlord alleges were damaged. Aside from one of the photographs not being clear enough to see, the other shows a small scratch or chip missing from the side of the cupboard.

17. There was no evidence as to how the scratches or chips occurred and I am unable to find that this was caused wilfully or negligently by the Former Tenants. Based on the photographs, I would not find this is undue damage for the purpose of section 89.

18. Another photograph submitted shows a steel door to the rental unit with 4 small scratches on the front. The Landlord did not testify as to how this damage was caused.

19. In the absence of evidence that the Former Tenants intentionally scratched the door (wilful), or evidence that the Tenants were somehow negligent when using the door, I am without evidence to conclude that this damage was caused wilfully or negligently.

20. Three photographs show some minor damage around the door frame and to a door. Much of the damage appears to be in places where the door handle or knob is located, or along the frame where the door closes against the frame.

21. The doors and frames are all still connected and functioning. While there may be some minor chips and scratches on the door frame, these are cosmetic repairs that would reasonably be expected after a tenancy. There was no evidence the chips and scratches were caused wilfully or negligently, and the damage does not appear to be undue.
22. The Landlord submitted photographs showing that a bathroom faucet had been damaged and corroded. The Tenant acknowledged using a cleaning product that caused the damage.
23. The Tenant's own evidence is that they used a cleaning product that caused the damage, and I find that the damage to the sink was caused negligently by the Tenant using a product that was not suitable to clean the vanity faucet.
24. Other photographs show small scratches in the sink basin of the vanity. The Tenant did not dispute the damage caused to the vanity and I accept that this is damage caused wilfully or negligently by the Former Tenants.
25. The final issue of "residue around the unit" was depicted through photographs of a dirty "Q-tip" however, the Landlord would be required to clean the unit after the Tenants vacated and the Landlord did not prove that the presence of the residue caused damage as contemplated by section 89 of the Act.
26. The Landlord proved some damage to the walls of the rental unit, and damage to the bathroom faucet/vanity. I am not satisfied that the Landlord proved the other damage claimed constitutes wilful or negligent damage that is undue.
27. The Landlord submitted an invoice showing a total cost for repair of \$6,554.00. None of the individual repairs show a separate cost and I am without evidence to show the repair cost for wall and paint repairs, the faucet or vanity.
28. In the absence of an estimate or invoice showing the individual cost to repair or replace the property found to be damaged wilfully or negligently, I do not find, on a balance of probabilities, that the Landlord has proven the reasonable out of pocket expenses incurred.
29. Other damage alleged by the Landlord such as the shower, the kitchen cabinets, and kitchen hood vent do not form part of either of the estimates for repair. Even if it was proven that this damage is attributable to the Former Tenants, I am without evidence to determine the reasonable out of pocket expenses incurred by the Landlord to repair or replace these items.

Driveway

30. The Landlord submitted photographs of the driveway showing the Former Tenants' vehicle had leaked oil onto the driveway causing staining.
31. The Landlord testified that the stains cannot be cleaned, and the driveway needs to be sealed to repair the damage.

32. The Former Tenants disputed the damage to the driveway however, I accept the Landlord's testimony and photographic evidence that the Former Tenants' vehicle caused oil stains on the driveway.
33. The Former Tenants, another occupant of the rental unit, or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the driveway. The Landlord submitted an invoice showing a cost of \$429.40 to seal the driveway.
34. The Landlord has incurred reasonable costs of \$429.40 to repair the damage to the driveway.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$429.40, which represents the reasonable costs the Landlord incurred as a result of the damage to the driveway.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$615.40.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 16, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Kyle McGraw
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	\$429.40
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$615.40