



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Capano v Draper, 2026 ONLTB 10061

Date: 2026-02-05

File Number: LTB-L-009755-24

In the matter of: 30 HOLLINRAKE AVE
BRANTFORD ON N3T0B6

Between: Antonina Capano Landlords
Arcangelo Capano

And

Barbara Ann Draper Tenant

Antonina Capano and Arcangelo Capano (the 'Landlords') applied for an order to terminate the tenancy and evict Barbara Ann Draper (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant 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.

This application was heard by videoconference on October 24, 2025. The Landlords, the Tenant, and the Tenant's witness, Shelley Alvarado attended the hearing.

As of the date of the hearing, the Tenant had vacated the rental unit, and the Landlords had obtained vacant possession of the rental unit. Therefore, this order will only address the claims for compensation.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the claims for compensation in the application. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The tenancy commenced on January 16, 2021, and ended on April 30, 2024.
4. The following amendments were made to the application:
 - removing the claim for single closet sliding door and California Shutter; and
 - the total claim for compensation sought, including costs is \$10,825.17
5. This order will address the following claims for compensation:
 - Damage to the lawn;
 - Damage to the carpet throughout the rental unit;
 - Wall repair as a result of a TV mount;
 - Ceiling damages;
 - Damages to the garage door;
 - Damages to a bedroom door and the sliding glass door;
 - Snow removal contract.
6. As explained below, I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
7. Section 89 of *Residential Tenancies Act, 2006* (the 'Act') says:

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
8. Section 88.1 of the Act says that a landlord may apply to the Board for an order requiring a tenant or former tenant to pay the reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a substantial interference with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the landlord or another

lawful right, privilege, or interest of the landlord. Those costs must be different from the ones a landlord may recover in an application under section 89 of the Act.

Damage to the Lawn:

9. There is no dispute that the Tenant installed an above ground pool and a patio in the backyard without the Landlords' consent or approval. The Tenant was communicated throughout the tenancy about the Landlords to have the stoned patio removed and grass replaced. The Tenant did not remove the patio stones or re-sod/grass the area.
10. The Landlords obtained a quote for the damages and estimate that it will cost \$1,141.30 to resod where the stone patio was placed. The Tenant was given an opportunity during the tenancy to correct the issue but failed to do so- they also did not provide an alternative quote to repair the damage. I find that the quote is reasonable- therefore an order for this amount will issue.

Damage to the Carpet:

11. The rental unit consisted of carpet throughout that were there when the Landlords purchased the property sometime in 2020. The Landlords supplied photos that depicted the state of the carpet which were free of tears and/or stains. (DOC-2708859)
12. The Landlord relied on photos that were taken on November 13, 2023, showing stains that they say are from the Tenant's pets and tears in the thresholds of the master bedroom, bedroom 2, and bedroom 3 (DOC-2708859).
13. The Tenant testified that they did not deny having pets in the rental unit, nor that there were some stains or damages. They rented a machine to clean the carpets themselves and had wooden thresholds made. The thresholds were not done at the consent or approval of the Landlords. The Tenant also relied on photos that they took after cleaning the carpets upon move out (DOC-4118858). It appears from the photos that the stains have been removed. However, I find that the Tenant will still be responsible for some of the costs related to repairing the carpet thresholds in the bedrooms.
14. The rental unit was built as early as 2010 and as late as 2012, there is little evidence for me to conclude that these carpets are not original to the rental unit. Therefore, I find that its more likely than not that these carpets are approximately at least 12 years old.
15. *Ontario Regulation 516/06* ('the general regulation') provides a schedule for the useful life of work done or thing purchased. Although I acknowledge that it is typically used in the context of above guideline rent increase applications- it is useful to assist when determining the useful life of finishings like carpet. The schedule outlines the useful life of common area carpets and ensuite carpets is 10 years. The Landlords obtained a quote in the amount of \$1,017.00 to repair the thresholds in the doorways.
16. The damages caused to the thresholds appear to be consistent with damage that would be considered undue. An example of this is page 22 of DOC-2708859; this photo shows a strip of carpet completely removed, and so although the carpet may be aged, I do not find that this gives a tenant the licence to cause undue damage to a rental unit. The Landlords

are seeking repair costs for the portion of the carpet that was damaged by the Tenant. I find that the estimate is reasonable therefore an order for \$1,017.00 will issue.

Wall and Ceiling Repair:

17. As explained below, I do not find that the Landlord has led insufficient evidence to support that the damage to the wall in the living room and the ceiling was caused by the Tenant. Therefore, these claims are dismissed.
18. The Tenant does not dispute installing a mantel above the fireplace in the rental unit without the Landlords' consent or approval. However, the Tenant supplied photos showing that they repaired and painted the wall (DOC-4118887). Aside from 2 screw holes that can be attributed to ordinary wear and tear, I find that this issue has been rectified by the Tenant.
19. The Landlords suggested that in behind the drywall needed to be inspected which would mean that the existing drywall would need to be removed and replaced to ensure that there were no safety concerns present. I give this submission little weight because the Landlord led little to no evidence to suggest that the work was not done in a workmanship quality. The Tenant vacated the rental unit April 2024, if they truly believed there to be a safety concern, it would be logical that they would have inspected the area prior to the hearing and amended the application if needed. As such this claim is dismissed.
20. In 2021 there was a small leak and as a result there was some cosmetic damage to the ceiling in the living room of the rental unit. The Landlords completed an initial repair. The Landlords raised it as an issue with the Tenant in 2024, when they asserted that the Tenant caused the leak.
21. The Landlords submitted that the Tenant called them to report a leak that appeared to be coming from a toilet in one of the bathrooms. The Landlords came immediately and rectified the issue. The Landlords noticed that the toilet handle was broken. The Landlords replaced some mechanical parts of the toilet which seemed to stop the leak.
22. The Tenant submitted that the toilet handle was in that condition when they moved in and when they noticed the leak they complained to the Landlords immediately. There is insufficient evidence for the Board to find that the leak was willfully or negligently caused by the Tenant by either the Tenant using the toilet in a manor inconsistent with its usual purpose, or the Tenant being negligent in reporting the issue to the Landlords. Therefore, this claim is dismissed.

Garage Door Damage:

23. The Landlords claim that the Tenant damaged one of the window and door panes of the garage door. The Landlords allege that the Tenant's child caused the damage by playing hockey in the driveway.
24. The Tenant says that the Landlords claim was based largely on an assumption. The Tenant also says that the panel was previously cut out and when they installed an automatic garage door opener, the panel would continuously fall out and so in the spring of

2021 the Tenant applied some adhesive to secure the panel- the Landlords never raised it with them as an issue in the 3 years they lived there.

25. A mere assumption is insufficient for me to conclude that the damage was willfully or negligently caused by the Tenant. The Tenant provides a reasonable explanation and so this claim is dismissed.

Damage to the Bedroom and Sliding Glass Door:

26. The Landlords claim \$120.00 to replace a bedroom door which had a hole in one of the sides. The Tenant provided photos that the door was repaired and painted. There is nothing to suggest that the repair was not actually completed. The Landlord is entitled to replacement value if it can be shown that the item can not be repaired- as this is shown to be repaired, I do not find that the Landlord is entitled to replacement. Therefore, this claim is dismissed.
27. The Landlords request to be compensated \$1,582.00 to repair the sliding glass patio door that they allege had been severely scratched by the Tenant's pets. A photo was supplied (Pg 58 of DOC-2708859). The photo shows that the door is dirty and there appears to be mud and smear marks on the door. It is also expected that a glass door that is exposed to weather and other conditions will over time receive some scratches. There was no evidence presented that the door was new at the inception of the tenancy. I cannot find from the photos presented that any damage is undue and not as a result of ordinary wear and tear. Therefore, this claim is also dismissed.

Snow Removal Contract:

28. The Landlords claim \$904.00 for the amount that they paid for yard care (lawn care and snow removal). As explained below, the Landlords failed to establish that the out-of-pocket expense was related or was such that it substantially interfered with the reasonable enjoyment of the residential complex or another lawful right, privilege, or interest. Therefore, this claim is dismissed.
29. Appendix B of the tenancy agreement discusses additional terms related to the yard maintenance of the residential complex (Page 9 of DOC-2709034). The rental unit is a detached home, and the parties agreed that the Tenant would be responsible for all yard care and snow removal. The appendix was signed November 28, 2020. During the tenancy (November and December of 2023) there was a disagreement with the parties with respect to these responsibilities and so the Landlords elected to obtain the services of a property management company. The Landlords rely on the recent decision of [Crete v. Ottawa Community Housing Corporation, 2024 ONCA 459](#) to support that it was not their responsibility and therefore the Tenant should reimburse them for the cost of the maintenance contract.
30. However, I do not find that Crete is overly relevant in this context. I say this because the Landlords failed to outline a claim for substantial interference or a breach of a lawful right, privilege, or interest (i.e the Tenant failed to maintain the lawn or clear the snow in accordance with municipal by-laws, therefore they needed to engage the use of a third-

party agent.) Furthermore, there are email communication between the Landlords and the Tenant on January 31, 2024. In those communications, the Landlords write:

Notwithstanding the RTA, case study and prior conversations, in an effort of reconciliation and to avoid further legal interaction for both parties, I will continue to provide snow removal for both the exclusive use steps, driveway, and the common area sidewalks.

I trust that the arrangement will resolve the issue to your satisfaction.

31. The Landlords elected to engage the services of a third-party company and agreed to cover those costs. I do not find that the Tenant substantially interfered with the Landlords, therefore, this claim is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2024.
2. The Tenant shall pay to the Landlord \$2,158.30, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$2,344.30.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant 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

Curtis Begg
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.