



Order under Section 89 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Born, 2026 ONLTB 12364

Date: 2026-02-09

File Number: LTB-L-087391-24

In the matter of: 208, 560 QUEEN ST S
KITCHENER ON N2G0A1

Between: Drewlo Holdings Inc. Landlord

And

Lucas Born Former Tenants
Betty-Anne Avery

Drewlo Holdings Inc. (the 'Landlord') applied for an order requiring Lucas Born and Betty-Anne Avery (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 January 28, 2026.

The Landlord's representative Susan Pelton, the Landlord's agent and property manager Neil Murry, and the Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am satisfied that the Landlord served the Former Tenants 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. These documents were served on Novembre 11, 2025 by mail.
3. The parties agreed that the Former Tenants vacated the rental unit on December 29, 2023.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for damage

5. The Landlord did not prove that the Former Tenants wilfully or negligently caused undue damage to the rental unit.
6. The Landlord claims that the Former Tenants caused carpet in the rental unit to become stained to the degree it required replacement. The Landlord claims they incurred \$1,706.75 in order to replace the damaged carpet, but they only seek \$768.04 in the application which reflects the replacement cost of a depreciated carpet of approximately 4.5 years old. The Landlord provided a copy of a receipt showing the costs incurred to replace the carpet.
7. The Landlord did not provide any pictures which show the condition of the carpet as of the Former Tenants' move in date. Only after pictures were provided, which focus on what the Landlord alleges is one bleach stain, and some black staining of the carpet near the unit's balcony door.
8. The Former Tenants testified that they believe any staining shown in the pictures, which does appear minimal, was capable of being professionally cleaned. They deny spilling bleach on the carpet. The Former Tenants believe that the state of the carpet as of their move out date constituted normal wear and tear given that they resided in the unit for almost five years.
9. Pursuant to section 16 of the *Residential Tenancies Act*, 2006 (the 'Act'): "When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses".
10. In this case, the Landlord did not take any steps to mitigate their losses by attempting to clean the carpet prior to making the decision to replace it. While the Landlord's agent testified that the carpet was not salvageable based on his experience as a property manager, he did not provide any testimony to suggest that he has personal experience cleaning carpets. Nor was any evidence provided that new prospective tenants were unwilling to rent the unit based on its condition. While the Landlord's agent testified that the carpet was new as of their move in date, there were also no pictures submitted into evidence which might assist with comparing its quality before the Former Tenants moved in, and then after they vacated.
11. Based on the limited before and after evidence provided, I am not satisfied that the Former Tenants wilfully or negligently caused undue damage to the rental unit. However, even if a finding of fault had been made, the Landlord did not take any steps to mitigate their losses and as such no compensation would have been ordered.

It is ordered that:

1. The Landlord's application is dismissed.

February 9, 2026

Date Issued

Madeline Ntoukas

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.