



**AMENDED ORDER**  
**Order under Section 89**  
**Residential Tenancies Act, 2006**  
**And section 21.1 of the Statutory Powers Procedure Act**

**File Number:** LTB-L-034792-25-AM

**In the matter of:** 18 ORIOLE CRES  
WOODSTOCK ON N4T1T1

**Between:** Matthew Cowan Landlord  
Janine Morrison

**And**

Daniel Abrahamson Former Tenant  
Kayla James

**Pursuant to a request filed by the Landlord on January 12, 2026 this order is amended as below.**

**The order is amended to correct a clerical error in the parties that attended the hearing. The amendment is bold highlighted for ease of reference.**

Matthew Cowan and Janine Morrison (the 'Landlord') applied for an order requiring Daniel Abrahamson and Kayla James (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 December 8, 2025.

~~The Landlord's legal representative, Daniel Abrahamson and both Landlords attended the hearing.~~

**Both Landlords and Both Former Tenants attended the hearing.**

~~Both Former Tenants attended the hearing.~~

**Preliminary:**

1. Board records indicate the Landlord requested to amend the application on August 27, 2025. The amendment is to correct a clerical error indicating the Landlord is holding a last months rent deposit.
2. The Landlord filed the amendment in accordance to the Board's Rules of Procedure by making the request in writing, serving the Former Tenant and uploading a copy of the certificate of service to TOP.
3. The Former Tenant did not dispute the amendment.
4. With the totality of the evidence and submissions before me the Landlord's request to amend the application is granted and the change is reflected in this order.

**Determinations:**

5. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
6. 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.
7. 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.
8. These documents were served on August 27, 2025 by leaving the documents in a place mail is collected at the Former Tenant's new residence.
9. The tenancy commenced on February 1, 2023 for a fixed term of one year.
10. The Former Tenant vacated the rental unit on February 28, 2025.
11. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
12. The Landlords were owners of the rental unit at the time the application was filed with the Board.
13. The rental unit is a three-bedroom single family bungalow with attached porch and backyard.
14. The Landlord is not holding a last months rent deposit.

Compensation damage

8. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord alleges the Former Tenants damaged the rental unit awning and damaged the rental unit walls and ceiling.
9. The Landlord claims they incurred reasonable costs of \$1,414.05 to repair the damage and replace items that could not reasonably be repaired.
10. The Landlord stated that they are seeking half of the cost to replace the awning and the Landlord will install the replacement arm.
11. The Landlord submitted documentary evidence

*Landlord evidence*

12. The Landlord submitted photographic and documentary evidence to the Board to support the claims in the application.
13. The photos show the rental unit ceiling where the Landlord claims a child swing was attached. The portion of the ceiling appears there was an attempt to patch the area however the area is visibly damaged.
14. Other photos show the rental unit walls were once painted a bright green and an attempt to paint over the wall was made however there are visible signs of dried paint drips and areas where the prior colour is showing through.
15. The Landlord stated the rental unit came with a retractable awning. The Landlord stated that new fabric was installed on the awning in 2022 prior to the Former Tenant's taking possession.
16. The Landlord stated they lived in the house behind the rental unit and were able to see when the Former Tenant's left the awning open during times they were away or not using the awning.
17. The Landlord submitted text messages dated June 27, 2023 to the Former Tenant reminding the Former Tenant to retract the awning when not in use to avoid damage from weather.
18. Three weeks after the Landlord texted the Former Tenant a heavy rainstorm with high winds passed through the area and the Former Tenants had left the awning open causing one of the arms to bend in the storm.
19. The Landlord submitted a photo from the text message to the Former Tenant showing the damage to the awning after the rainstorm.

*Former Tenant evidence*

20. The Former Tenant's position is they repaired the area on the ceiling before they vacated the rental unit and repainted the wall at the request of the Landlord. The Former Tenants hold the position there is no damage and their attempts at repairing the ceiling and wall are acceptable.
21. The Former Tenant holds the position that the damage to the awning is wear and tear and out of their control with regards to the flash storm passing through quickly.
22. The Former Tenant stated the day of the rainstorm she was home with her toddler. She went into the rental unit and fell asleep for approximately an hour and a flash storm came through the area.
23. The Former Tenant stated that the Landlord's filing of the L10 application is in retaliation of other applications filed by the Landlord being dismissed.

Analysis

24. Section 89 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Application for compensation for damage

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

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 21 (1).

25. Section 16 of the Act states:

Minimize losses

16 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. 2006, c. 17, s. 16.

26. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application the Former Tenant willfully or negligently caused undue damage to the rental unit ceiling, walls and awning.
27. While I accept that tenants should be allowed to neatly install plugs in dry wall to mount such things as TV brackets, photos and shelves, I find the damage caused by the Former Tenant to the ceiling beyond a neatly installed mount for the child swing.
28. The after-repair job by the Former Tenant shows the ceiling with visible marks from the swing and the patch material is left in rough gobs and not sanded down.
29. The wall painting done by the Former Tenant is also in what I consider to be a damaged state. There are visible dried paint drips where the Former Tenant attempted to use a heavy coat of paint and some of the former wall colour can still be seen.
30. While the Former Tenant claims their repair attempt is acceptable, I disagree and in my view the Landlord would have been required to sand, patch and repaint the damages to the ceiling and the walls.
31. The Landlord had also met their obligation to minimize their losses and informed the Tenant almost one month prior to the rainstorm on June 27, 2023 advising the Former Tenant to retract the awning when not in use. In the text communication dated July 20, 2023 the Landlord sends a photo of the damaged awning after the storm had passed and the Former Tenant responds that they would be willing to "...participate in the repair."
32. The Former Tenant claims the awning was damaged due to wear and tear and believe that they are not responsible for a flash rainstorm causing the damage.
33. I disagree with the Former Tenant's position and in my view the Landlord attempted to minimize their losses by informing the Former Tenant a month earlier to remember to retract the awning to avoid damage.
34. The Former Tenant suggests that the rainstorm is to blame however they clearly acknowledged the damage in the text when they suggested they would help to cover the repair.
35. The Former Tenant alleges the Landlord filed the L10 application for damage as retaliation for other applications that were dismissed by the Board.
36. The Former Tenant led with insufficient evidence to support the allegations and therefore I give little weight to the claim.
37. I am satisfied the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage.
38. The Landlord submitted a quote to repair the damage to the awning from MacDonald Awning in the amount of \$3,795.67.
39. The Landlord stated that they were able to find a replacement part from Home Depot in the amount of \$1,908.57, however the Landlord is requesting the Former Tenant pay for half of the amount and the Landlord stated they will cover the remaining half.

40. The Landlord stated that they will also install the arm to reduce the cost to the Former Tenant.
41. The Landlord also submitted copies of paint material receipts and an invoice for painting and repairing the ceiling and the wall.
42. With the totality of the evidence and submissions before me I find the Landlord has proved the reasonable costs to repair the damage items caused by the Former Tenant and I am satisfied the Landlord has met their obligation to minimize the cost by splitting the cost with the Former Tenant and installing the item themselves.
43. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
44. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$1,414.05, 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 \$1,600.05\*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

**January 12, 2026**  
**Date Issued**

**February 9, 2026**  
**Date Amended**

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Greg Brocanier  
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                       | \$1,414.05 |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$1,600.05 |