



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-018162-25

In the matter of: 131 Avro Circle
Ottawa ON K1K3X8

Between: Katarzyna Kondracki Landlord
Dariusz Kondracki

And

Valery Hyacinthe Midy Former Tenant
Philippe Hyacinthe

Katarzyna Kondracki and Dariusz Kondracki (the 'Landlord') applied for an order requiring Valery Hyacinthe midy (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 January 19, 2026.

The Landlord's representative Nina Kondracki and the Tenant Philippe Hyacinthe attended the hearing. David Ladouceur attended as a witness for the Landlord.

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 the Landlord \$4,347.19.
2. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Unit Walls and Trim

8. David Ladouceur ('D.L.') testified that he works in home renovations, is a family member of the Landlord, and personally observed the damage in the rental unit. D.L. testified that there were numerous holes, punctures, markings and various substances on the rental unit walls. D.L. testified that the Former Tenant did painting in such a poor manner that it dripped down the baseboards, floor, and handrails. The Landlord provided photographs (DOC-6588199).

9. The Former Tenant agreed that he made some damage to the walls but testified that he washed the walls before he left.
10. I find that the Former Tenant willfully or negligently damaged the walls of the rental unit. Scribbling, paint drippings, and significant markings are not consistent with normal wear and tear.
11. The Landlord provided a breakdown of the costs associated with repairing and repainting the walls (DOC-5306799, page 15) and receipts for supplies (DOC-6588222). While painting between tenancies is common, I find that the Landlord incurred additional costs because of the damage caused by the Former Tenant. However as some of the costs associated with painting between tenancies is the cost of doing business and not directly related to the Former Tenant, I will only award 75% of the total requested cost of \$2,304.20 in the amount of \$1,728.15.

Upstairs Main Bathroom Vanity Cabinet

12. D.L testified that there was water and moisture damage underneath the bathroom vanity. The Landlord provided photographs (DOC-6588177). D.L testified that the Former Tenant is responsible for the water damage because the damage was not present before the tenancy, this type of damage does not happen spontaneously, it is the result of water being present for a long time, and the Former Tenant did nothing to act on it.
13. The Former Tenant denied causing damage to the cabinet.
14. The Landlord led insufficient evidence to prove that the Former Tenant negligently or willfully caused damage to the bathroom vanity cabinet. I agree that the photographs show some water damage, rust, and scuffs, but I found the Landlord's evidence to be speculative about what caused it. The Landlord speculated that there was water there for a long time but did not actually prove it. If water was accumulating under the cabinet I'm not satisfied that the Landlord proved that was because of anything the Former Tenant did or that the Former Tenant was even aware of the water if it was there.

Floor Registers

15. D.L testified that the floor registers were dirty and stained to the point they could not be cleaned and that a vent was missing. The Landlord provided photographs (DOC-6588202).
16. The Tenant denied that there was any damage to the floor registers.
17. I am satisfied that the Former Tenant willfully or negligently damaged the floor registers. One photograph shows a pink substance that looks like paint on the register. That is not damage consistent with normal wear and tear. Other registers are missing.
18. The Landlord's cost breakdown (DOC-5306799, page 15) and receipts book (DOC-6588222 page 17) shows that the Landlord spent \$82.29 to fix the floor registers. Based on my experience at the Board I find those costs to be reasonable and do not represent betterment cost.

Kitchen Outlet

19. D.L testified that the outlet was no longer functional and that there was visible oil damage from cooking. D.L testified that it was functional before the tenancy. The Landlord provided a photograph (DOC-6588215).
20. The Tenant testified that the outlet was not functional from the beginning of the tenancy. The Tenant testified that the Landlord told him to flip the breaker but that did not fix it. I accept the Former Tenant's testimony in this regard. The Landlord's photograph is not sufficient proof that the Former Tenant is lying and that something the Former Tenant did broke the outlet.

Ladder

21. D.L testified that the Landlord left a ladder with the Former Tenant for their use and that it was missing at the end of the tenancy. The Former Tenant denied removing the ladder.
22. Both parties' testimony directly contradicts each other. However, the Landlord has the burden of proof. I find that the Landlord led insufficient evidence to establish why I should accept their evidence over the Former Tenant's. No supporting documentation was presented about this claim.

Dryer Duct

23. The Landlord provided a photograph of the dryer duct having a large dent in it (DOC-6588098). D.L testified that it was working before the tenancy and had to be replaced.
24. The Tenant denied causing damage to the dryer duct.
25. I find that the Tenant negligently or willfully caused damage to the dryer duct. The photograph shows a large dent in the dryer duct that is not consistent with normal wear and tear.
26. The Landlord's cost breakdown (DOC-5306799, page 16) and receipts book (DOC-6588222 page 18) shows that the Landlord spent \$20.32 to fix the dryer duct. I find that cost to be reasonable and does not represent betterment.

Central Vacuum

27. D.L testified that the central vacuum was working at the beginning of the tenancy and was not at the end. D.L testified that there is water damage and rust in it which indicates that an item that was only meant to be used for dry vacuuming was used for water.
28. The Tenant testified that he changed a part of on the vacuum, but it was functional, and he used it to vacuum the carpet.
29. I find that the Tenant wilfully or negligently damaged the central vacuum. Water damage and rust is not consistent with normal use of a vacuum.

30. The Landlord estimates it will cost \$790.99 to replace the central vacuum and provided a website URL where they got that estimate. I find awarding 80% of that cost or \$632.79 is reasonable because the Landlord is seeking to buy a new central vacuum and there is some degradation of the item that was already in the rental unit.

Microwave

31. D.L testified that the microwave was very dirty, would not turn on, and that the rotating plate had a chip in it. D.L testified that there could have potentially been an electrical fire due to build up. The Landlord provided a photograph (DOC-6588192).
32. The Tenant testified that the microwave was second hand and he should not have to pay for the entire microwave.
33. The Landlord led insufficient evidence to prove that the reason that the microwave would not turn on is because the Former Tenant did not clean it. The microwave could have broken for any number of reasons. After reviewing the photographs, I do not see the chip the Landlord says occurred to the glass plate. The glass plate is still in the microwave and appears to be intact. If there is a chip it's minor.

Fireplace Protective Screen

34. D.L testified that there was a puncture in the screen, it was scribbled on, and it was ripped. The Landlord provided a photograph DOC-6588115.
35. I accept that the Tenant willfully or negligently damaged the fireplace protective screen. The damage is significant and not consistent with normal wear and tear.
36. I accept the Landlord's evidence that they were quoted \$135.60 from the Fireplace Centre and Patio Shop to fix the damage. I found those costs to be reasonable replacement costs that do not represent a form of betterment.

Fridge and Freezer

37. D.L testified that there were components in the draw mechanism that were broken, a cap was missing and broken, a shelf was removed and broken. The Landlord provided photographs (DOC-6588129).
38. I accept that the Tenant willfully or negligently damaged the fridge and freezer. The damage is significant and not consistent with normal wear and tear.
39. The Landlord provided a detailed breakdown of what each part will cost to fix (DOC-5306799, page 16) and a receipt for the costs already purchased (DOC-6588222, page 20). I accept that the replacement cost is \$1,506.11. I find awarding 80% of that cost or \$1,204.88 is reasonable because the Landlord is seeking to buy new parts and there is some degradation of the item that was already in the rental unit.

Kitchen Cabinet and Drawers

40. D.L testified that the trim around the island was missing, a piece was absent, sliding draw face was ripped off and poorly applied back on, a track mechanism was damaged and bent out of place, there were gashes and deep holes on the cabinets. The Landlord provided photographs (DOC-6588151).
41. I accept that the Tenant willfully or negligently damaged the kitchen cabinets and drawers. The damage is significant and not consistent with normal wear and tear.
42. The Landlord provided a detailed breakdown of what each part will cost to fix DOC-5306799, page 16). I accept that \$446.46 is the replacement costs. I find awarding 80% of that cost or \$357.16 is reasonable because the Landlord is seeking to buy new parts and there is some degradation of the item that was already in the rental unit.

Cleaning Fees

43. D.L testified that there were pen markings that required painting not just cleaning, that dirt damage had to be painted over, there was a substance on the floor, the floors were sticky, and it required several attempts to clean them.
44. Any damage to the walls that required painting over has already been awarded to the Landlord. I'm not satisfied that the Landlord's receipt for cleaning fees (DOC-6588222) is related to damage in the rental unit. It will therefore not be awarded.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,347.19, which represents the reasonable costs the Landlord incurred as a result of the damage and the cost of filing the application.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before February 27, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026

Date Issued

Amanda Kovats

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.