



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Byman v Robinson, 2026 ONLTB 14819

Date: 2026-02-20

File Number: LTB-L-026410-25

In the matter of: 2559 KINGSBERRY CRES
MISSISSAUGA ON L5B2K7

Between: Shelly Byman Landlords
Umberto Bertolo

And

Theodore Robinson Former Tenants
Elisabeth Robinson

Shelly Byman ('SB') and Umberto Bertolo ('UB') (the 'Landlords') applied for an order requiring Theodore Robinson ('TR') and Elisabeth Robinson ('ER') (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords also applied for an order requiring the Former Tenants to pay the Landlords' 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 February 10, 2026. The Landlords and the Former Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

When the capitalized word "Former Tenant" is used in this order, it refers to all persons identified as a Former Tenant at the top of the order.

Determinations:

Preliminary Issue:

1. The Landlord sought to amend their application to include Former Tenant, Elisabeth Robinson, and clarify the Former Tenants' address. The Landlords served a copy of the

amended application to the Former Tenants on January 5, 2026, to the Former Tenant, Elisabeth Robinson's, place of business.

2. I find no prejudice to the Former Tenants in allowing the Landlords to amend their application. Therefore, I granted their request and Elisabeth Robinson has been noted as a party to the application in the style of cause.

Landlord's L10 Application

3. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$756.13.
4. I am satisfied that the Landlords 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.
5. I am satisfied that the Landlords 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.
6. These documents were served on January 5, 2026, in person.
7. The Former Tenants vacated the rental unit on February 1, 2025.
8. The lawful rent was \$2,011.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$66.12. This amount is calculated as follows: \$2,011.00 x 12, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The tenancy ended on February 1, 2025, as a result of the Former Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on that date.
12. Initially, ER disputed that the Former Tenants vacated on February 1, 2025. However, after reflection, she agreed with the Landlords.
13. The rent arrears and daily compensation owing to February 1, 2025, are \$66.12.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last months' rent deposit.
16. By way of background, the rental unit is a single-family home with a second kitchen located in the lower level. The tenancy began in 2009, and the rental unit had been freshly renovated prior to the tenancy commencing. The tenancy terminated on February 1, 2025.

17. The Landlords allege that the Former Tenants willfully or negligently damaged the rental unit. Specifically, the Landlords state the Former Tenants damaged:

- Bathroom vanity sink
- Lower-level kitchen countertop
- Light covers missing
- Clogged kitchen drain
- Window cranks
- Kitchen strainers
- Window blinds
- Bathtub handle
- Dishwasher handle
- Kitchen cabinetry dirty
- Balcony door seal

8. Subsection 89(1) of the Act, says:

“A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.”

[Emphasis added]

9. This provision means that to succeed on an application like this a landlord must establish:

- There was property damage to the rental unit or residential complex;
- The damage is “undue” meaning that it is not normal wear and tear, and it is not insignificant; and
- The damage was a result of wilful or negligent conduct.

Bathroom Vanity Sink

15. SB submitted into evidence a photo of a vanity sink which is broken and appears to have some caulking over the crack, and an invoice for a new sink totalling \$79.09.

16. The Former Tenants deny having damaged the sink. They say that the Landlord had contractors in the rental unit at this time and they believe it was one of the contractors who caused the damage.

17. I accept SB’s oral testimony that the Former Tenants caused the damage. I say this because if the Former Tenants did not cause the damage, then it does not accord that they would have taken the time and effort to attempt to seal the crack with caulking rather than

simply reporting the contractors' negligence. Further, UB, states that the crack pre-dated the contractors attending the rental unit to work in the bathroom.

18. Given the above, I am satisfied that the Former Tenants negligently damaged the vanity sink. I am not of the view that cracking a sink is consistent with normal wear and tear, nor is it insignificant. I am also not of the view the sink could be repaired.
19. As such, I find that the Landlord has met their onus of proof on a balance of probabilities that the Former Tenants negligently damaged the vanity sink. An order shall issue.

Kitchen Countertop

20. SB state that the kitchen countertop was damaged by the Former Tenants and that the damage is not consistent with ordinary wear and tear. A photo of the countertop, which is laminate, was submitted into evidence. A strip which appears to be about 7 inches in length is missing from the edge. The Landlords purchased some putty and repaired the area. An invoice for \$14.67 was submitted into evidence.
21. TR admits that his daughter had been living in the basement suite and they could not state one way or the other that their daughter had not caused the damage.
22. Given the Former Tenants do not dispute the damage claimed, and given the photographic evidence, I am satisfied the Landlords have met their onus of proof that the countertop was damaged negligently, and this damage was not insignificant. An order shall issue.

Light Covers Missing

23. SB submits evidence that the light fixture was missing from the bathroom and from the kitchen. Photos and invoices submitted for replacements totalling \$60.76 were submitted into evidence.
24. ER admits having removed the light fixture in the bathroom because the Former Tenants were having problems with the electrical at that time. She admits she does not know where the fixture went to.
25. The Former Tenants did not give any testimony with regard to the lower kitchen fixture.
26. I am satisfied, on a balance of probabilities, that the Former Tenants negligently damaged, by removing, the light fixtures in the kitchen and bathroom. ER admits to having removed the fixture in the bathroom. Given that TR stated earlier that he was unaware of repairs which may have been needed in the basement on account of his daughter, it stands to reason the Former Tenants would not have been aware of the missing fixture in the kitchen.

Clogged Kitchen Drain

27. SB states that the Former Tenants negligently caused the drains to be clogged. After the tenancy terminated, the Landlords found that the drains were slow. UB attempted to clear the drain himself and found a plug of what appeared to be hair. However, the drain continued to drain slowly.

28. The Landlords contacted a plumber who snaked the drain and removed a large ball, approximately 3" in diameter, of what appears to be congealed grease. SB suggests that the Former Tenants were preparing food for use in their restaurant, and this is what led to the grease.
29. TR states that they are not responsible for the drain because they rarely used their kitchen as they had access to the restaurant's kitchen. ER agreed; however, she did state that she prepared "soups" at home.
30. I prefer the evidence of the Landlord. The Former Tenants' evidence is contradictory. Either they did not use the kitchen to prepare foods, or they did. Further, given the hair that was found in the kitchen drain by UB, I am of the view that the Former Tenants contributed to the overall problem.
31. SB seeks the costs for the service call only, which was \$281.37, and are not seeking any additional costs associated with the repairs which totalled over \$1,000.00. An invoice was submitted into evidence.
32. I am satisfied, on a balance of probabilities, that the Landlords have proven on a balance of probabilities that the Former Tenants negligently caused the drains to be plugged. A reasonable tenant knows, or ought to know, that it would be occasionally necessary to use a product intended to break down clogs in drains, particularly over a 16-year tenancy. An order shall issue.

Window Cranks

33. SB submitted into evidence a photograph of missing window cranks from the bedroom. She says four in total were broken and had to be replaced. SB states this is the second time the Landlords had to replace the window cranks for the Former Tenants. An invoice for \$68.12 was submitted for the cost of the cranks.
34. TR states that the windows were very old and that is why the cranks continued to break.
35. Although the windows may have been older, the Former Tenants led no evidence which would lead me to conclude that simply because the windows were older, this would have resulted in four broken window cranks. In my view, this kind of damage is not consistent with ordinary wear and tear and is evidence of negligence.
36. I do not find that window cranks can be repaired. Therefore, I find it was reasonable to replace the window cranks. I am satisfied that the Landlords met their onus of proof that the broken window cranks were as a result of the negligence of the Former Tenants, and this was not insignificant. An order shall issue.

Remaining Items on Landlords' List

37. For the following reasons, the remainder of the Landlords' claim for damages is dismissed.

38. The claim for the kitchen strainers, bathtub handle, and window blinds are dismissed. In my view, kitchen strainers are not something which have a significant life span. In my view, this is an ordinary item which will stop working because of age and is of little significance. The tenancy was 16 years, and I find it very reasonable that these will occasionally have to be replaced. In my view, the strainers no longer sealing does not rise to wilful or negligent damage on behalf of the Former Tenants.
39. For the same reason, I find the claim for the bathtub faucet handle is not made out. ER says the faucet still worked, it was just the little dial which shows which way to make the water be hot or cold was missing. In my view, this is a cosmetic issue and inconsistent with wilful or negligent damage.
40. SB claims for a set of blinds. A photo shows what appears to be nail polish on the blinds. Further above, a piece of the blind is missing. The blinds appear to be plastic Venetian blinds. ER's evidence, pertaining to the claim for the blinds, is that she went to clean the blinds, and a portion of the blind crumbled in her hands. The Former Tenants state they had replaced one blind already because they were old.
41. When I look at O.Reg. 516/06, it states that the useful life of Venetian blinds is ten years. Given this tenancy was 16 years, I am not of the view that the Landlords are entitled to any compensation for the replacement blinds, as the useful life of the blinds has been exceeded.
42. For the same reason, I find the Landlords' claim for the dishwasher handle is dismissed. SB's evidence is that the dishwasher was 10 years old. Again, the useful life of a dishwasher is ten years. Therefore, it is not reasonable to expect the Former Tenants to compensate the Landlords for any repairs or replacement.
43. SB also claims for the cleaning associated with the kitchen cabinetry because she states it was undue. She submitted an invoice for \$678.00 for the deep cleaning of the cabinetry. She also provided evidence of some badly broken kitchen shelving which would have formed part of the cabinetry.
44. The issue with the Landlords claim is that the claim is made pursuant to s. 89(1) of the Act, rather than s.88(1). Essentially what that means is that cleaning is not wilful or negligent damage to the rental unit, whereas the cleaning may have been fully compensable if the claim was made under substantial interference with the Landlord's lawful rights. Further, the Landlords' claim does not include a claim for the broken cabinetry. The claim states that the kitchen cupboards were dirty and required a deep clean.
45. Lastly, the Landlord seeks the costs for the weather stripping around the balcony doors because the Former Tenants used what may have been silicone around the doors and this had to be removed so the weather stripping could be repaired.
46. TR states that he had requested the Landlords repair the weather stripping in 2019, but the Landlords never did. After waiting for the Landlords to respond to his request for maintenance, the cold draft from around the doors became significant enough that he attempted to fix the area himself in 2021. SB does not dispute that the Landlords did not attend to repair the weather stripping in a reasonable timeframe.

47. Given that TR only attempted to rectify the problem after waiting an extensive period of time for the Landlords to attend to the issue, and given the Landlords were in breach of s.20 of the Act, which states that it is the Landlords' obligation to maintain the rental unit, I am not of the view the Landlords are entitled to a remedy for having to replace the weather stripping. They would have had to replace this regardless, in the ordinary course of maintaining their home. If any additional work was done because of TR's attempt to rectify the problem, this is only because the Landlords themselves were negligent in their responsibilities under the Act. No order shall issue.

48. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$71.82, which represents rent and compensation owing up to February 1, 2025.
2. The Former Tenants shall also pay to the Landlords \$504.01, which represents the reasonable costs the Landlords incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlords is \$756.13*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlords the full amount owing on or before March 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Jane Dean
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:

Rent and Compensation Owing To February 1, 2025	\$66.12
Damage Costs	\$504.01
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$756.13