



**Order under Section 89
Residential Tenancies Act, 2006**

File Number: LTB-L-098474-24

In the matter of: 56, 50 TURNTABLE CRES
TORONTO ON M6H4K9

Between: Megan Revell Landlord

And

Sandra Ann Marie Allicock Tenant

Megan Revell (the 'Landlord') applied for an order requiring Sandra Ann Marie Allicock (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has 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.

This application was heard by videoconference on November 28, 2025.

The Landlord, the Landlord's Legal Representatives, Tanya Dickie and Sarah Teal, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for the claim for compensation in the application. Therefore, the Tenant shall be ordered to pay \$3,412.23, which represents the costs the Landlord incurred to repair and replace items that were unduly damaged and the cost of filing the application.

Preliminary Issue – Insufficient Particulars

2. The Tenant raised a preliminary issue that the application contained insufficient particulars as the application is vague with respect to the specific damage to the rental unit and as a result, the application must be dismissed.
3. The need for a notice to contain sufficient reasons and details was addressed by the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, which stands for the proposition that a notice should contain "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant."

4. This application is not based on any notice of termination, rather this is an application brought pursuant to section 89 of the *Residential Tenancies Act, 2006* (the 'Act') which states:

(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;

5. I find that the L2 application, which was supported by a detailed brief showing the alleged damage and estimates for costs, contains sufficient particulars of the Landlord's claim such that the Tenant would have understood the case to meet and been able to prepare for the hearing.

L2 Application – Undue Damage

6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on November 30, 2024.
8. The Landlord alleges that the Tenant has caused willful or negligent damage by:
 - a. Painting large murals on the walls of the main floor and a bedroom.
 - b. Poking holes in the ceiling and painting patches on the ceiling.
 - c. Damaging the kitchen light fixture.
 - d. Creating holes in the walls.
 - e. Installing floating shelving in the closet.
 - f. Applying stickers to the staircase and windows which left a sticky residue on the surfaces.
10. For the reasons that follow, 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.

Painting of Accent Walls

11. The Landlord testified that the Tenant painted accent walls in the living room and a bedroom in the rental unit. Photos of the walls prior to the Tenant taking possession of the

rental unit and on November 29, 2024, the day before the Tenant vacated the rental unit were submitted into evidence.

12. The Tenant did not deny painting accent walls in the living room and bedroom of the rental unit but asserts that the Landlord had given her permission to paint the walls and that the Landlord's photos were not taken the date she vacated.

13. The Landlord denies granting the Tenant permission to make the alterations to the painting in the living room and bedroom.

14. The Landlord entered into evidence a copy of the lease agreement which states at paragraph 12 that:

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make any other changes to the rental unit without the landlord's permission.

15. The lease agreement further states in Schedule A that the "Tenant agrees not to make any alterations or decorating changes to the premises without express written consent of the Landlord or his authorized agent."

16. The Landlord also entered into evidence an email from the Landlord to the Tenant dated December 1, 2022 in which the Landlord states:

...Also, I'd like to gently remind you that in the future, when you wish to remove and/or replace features of the condo (i.e. lighting, shower/bath fixtures, cabinets) you should ask for written permission (email) first – this is for your own liability and protection. Technically the tenant is responsible for replacing items with the originals prior to lease termination, however, I do want you to be happy and comfortable, and I'm glad that you're making the space your own.

17. With regards to whether the Landlord authorized the alterations, I prefer the Landlord's evidence which was supported by the documentary evidence that the Landlord did not authorize the Tenant to make the alterations by painting accent walls in the living room and bedroom.

18. While the Tenant denies that the photos of the mural show the condition of the walls as of the date she vacated the rental unit, the Tenant refused to provide a response as to whether or not the Tenant had restored the paint on the wall to their original condition upon vacating the rental unit.

19. In the absence of any photo evidence and based on the Tenant's refusal to answer as to whether she restored the paint in the bedroom and living room to their original condition, I am satisfied that the Tenant wilfully caused undue damage to the walls of the bedroom and living room, which had to be repainted. As the Tenant refused to answer as to whether she restored the walls to their original condition, I prefer the Landlord's evidence about the condition of the walls, which was consistent and supported by documentary evidence and

draw an adverse inference based on the Tenant's refusal to answer that the walls were never restored to their original condition.

20. The Tenant's unauthorized repainting represents undue willful damage to the rental unit and these unilateral alterations were substantial and cannot be viewed as either an improvement to the rental unit or neutral in effect.

Holes Throughout the Rental Unit

21. The Landlord also testified that the Tenant left holes in the walls throughout the rental unit, some of which remained after the Tenant vacated and some of which were sloppily patched.
22. The Landlord entered into evidence several photos of holes throughout the rental unit. While several of the holes appear to be holes that were drilled to mount items, which may constitute normal wear and tear associated with regular living, some of the holes were large and could not be construed as normal wear and tear.
23. While the Tenant led some evidence through cross-examination of the Landlord that some of the holes had been patched prior to the Tenant vacating, the work done did not resolve the issues as the Landlord was still required to incur costs to properly patch and paint the affected areas.
24. Based on the evidence before me, I was satisfied that the Tenant caused undue damage to the walls of the rental unit which had to be patched and repainted.
25. The Landlord entered into evidence an invoice for \$2,147.00 inclusive of tax to patch and repaint the entire condo. I am satisfied that this amount is reasonable in the circumstances.

Holes and Patchy Painting on Living Room Ceiling

26. The Landlord submits that the Tenant caused undue damage to the ceiling by painting patches on the ceiling. The Landlord testified that the Tenant hits the ceiling with a broom when the tenant in the upper unit is noisy which required the Tenant to patch and repaint the ceiling which has been painted in visible patches. Photos were entered of the living room ceiling by the Landlord.
27. The Landlord also entered into evidence a photo of a bedroom, which shows some scuffing and holes in the ceiling.
28. The Landlord entered into evidence a text message from the Tenant dated on or about January 10, 2023 in which the Tenant states "we've been here since October and I have stood on a chair and banged on the ceiling on 3 separate occasions over the past month."
29. The Tenant denies ever hitting the ceiling with a broom and argues that as her bedrooms are above the living room, that it does not make sense that she would bang on the ceiling of the living room due to the noise from the unit above.

30. With regards to the living room ceiling, while the Tenant did not lead any specific evidence about the cause of the patchy painting on the ceiling, I was not satisfied that this amounted to undue damage as the Landlord claims, nor was I satisfied that the Tenant had willfully or negligently caused this damage as the Landlord alleges. The Landlord's choice to ultimately repaint the living room ceiling was a cosmetic choice and not related to any proven damage caused by the Tenant. As a result, the request for costs to repaint the living room ceiling is denied.
31. However, as I am satisfied that there was undue damage and in the absence of any evidence from the Tenant as to how this damage was caused, I draw an inference that the damage was caused either willfully or negligently by the Tenant, their occupant or a guest.
32. The Landlord entered into evidence an invoice for \$959.37 which is the amount inclusive of tax that the Landlord incurred for the cost of painting and patching the ceiling of the rental unit. As it is not possible to determine the exact amount for the cost of the one room, I find that an order for half the amount is reasonable in the circumstances. An order will issue for the Tenant to pay the Landlord \$479.69 to patch and paint the ceiling of the bedroom.

Light fixture

33. The Landlord submits that the Tenant caused undue damage to the pendant lighting in the kitchen. The Landlord testified that when the tenant vacated the rental unit one of the light fixtures was missing but was subsequently located in the rental unit. The Landlord testified that while they were able to reinstall the light fixture, the fixture was bent at the stem and became extremely hot when in use and had to be removed and replaced due to the damage.
34. The Landlord entered into evidence a receipt from Rona dated January 28, 2025 in the amount of \$158.18 after tax which was installed on January 30, 2025 by Fos Electric Inc as per a receipt dated January 30, 2025 in the amount of \$233.44.
35. The Tenant submits that she did not cause any damage to the pendant lighting and submits that as the Landlord waited for over a month to replace the lighting, that the pendant lights were not an issue when she left but was caused by the Landlord or their electrician after the Tenant vacated. The Tenant did not deny that she had removed the pendant lighting from the kitchen at some point in the tenancy.
36. In the absence of any evidence from the Tenant as to how the pendant lighting was damaged, I find that the damage was, on a balance of probabilities, caused either willfully or negligently by the Tenant and that the damage was undue. I say this because the pendant light was removed by the Tenant and in the absence of any plausible explanation from the Tenant as to how the light fixture became bent, I infer this damage was caused by the Tenant. The Tenant shall be ordered to pay \$391.62, which was the cost to replace the light fixture.

Removing Shelving and Patching Wall

37. The Landlord submits that the Tenant caused undue damage by installing floating shelving along the laundry room wall using old flooring that the Landlord had to incur costs of

\$95.00 plus tax (\$107.35) to remove and to patch the holes where the shelving was hung. The Tenant did not deny installing the shelving but was evasive as to whether the shelving was left in the unit when she vacated. The Landlord's invoice from The Neighbourhood Handyman dated December 8, 2024 shows a cost of \$95.00 plus tax for a total of \$107.35 to remove the shelving from the laundry room and patch the holes where the shelving was installed.

38. The Tenant's installation of the shelving was willful and caused damage to the rental unit. It was not disputed that the shelving was constructed using old flooring and the construction was not a cosmetic upgrade. Rather, the Landlord testified they had to patch and repair a large number of screw holes and paint over pilot lines where the shelving was installed. This unilateral alteration was substantial and cannot be viewed as an improvement to the rental unit or neutral in effect.
39. The Tenant shall be ordered to pay \$107.35 which was the cost to repair the damage caused by the installation of the shelving.

Scraping Glue from Front Window

40. The Landlord also submits that it incurred costs of \$89.00 plus tax (\$100.57) to scrape glue residue from a window of the rental unit that the Tenant had covered with sticky coverings. The Tenant did not deny that she had applied stickers to the window of the rental unit door.
41. I find that the Landlord's costs of \$100.57 to scrape the glue used to stick coverings to the rental unit door was a cost that the Landlord had to incur to repair the undue damage that was wilfully or negligently caused by the Tenant. The Tenant shall be ordered to pay this amount.

Damage to Staircase

42. The Landlord submits that the Tenant caused willful damage to the staircase by applying decals and non-slip treads to the staircase. It was not disputed that the Tenant had removed the decals on the staircase. The Landlord submits that she had to incur costs of \$200.00 plus tax (\$226.00) to remove the non-slip treads to the staircase and to remove the glue from the stairs.
43. I am not satisfied that the application of the non-slip treads amounted to undue damage. Rather, I find that the choice to remove the treads was a cosmetic choice made by the Landlord. As a result, the request for this amount is denied.

Stove

44. The Landlord testified that the Tenant caused undue wear to the backsplash and surface of the stove. The Landlord submits that the wear to the surfaces of the stove was beyond normal wear and tear one would expect from the regular use of the stove.
45. The Landlord testified that the stove was 15 years old and was still functional.

46. I was not satisfied that the damage to the stove was the result of willful or negligent conduct of the Tenant or that it rose above normal wear and tear. Further, the stove was still operational. The Landlord made a cosmetic choice to replace the stove and this cost should not be put on the Tenant. Further, I note that even if I were to find that the damage were undue, I would not have granted this amount as I note that the useful life of a stove in *Ontario Regulation 516/06* under the Act is 15 years. The Landlord's request for the cost to replace the stove is denied.
47. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
48. The Landlord has incurred reasonable costs of \$3,226.23 to repair the damage and replace property that was damaged and cannot be repaired.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,226.23, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$3,412.23.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Christopher Lin
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.