



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

Citation: Sale v Sen 2026 ONLTB 15092

Date: 2026-02-18

File Number: LTB-L-084136-24

In the matter of: 208, 170 Sudbury St
Toronto ON M6J0A1

Between: Matthew Sale Landlord

And

Kyle Robin Sen Former Tenant

Matthew Sale (the 'Landlord') applied for an order requiring Kyle Robin Sen (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The Landlord also applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring 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 February 11, 2026.

The Landlord and the Tenant attended the hearing.

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 \$8,289.68 by March 31, 2026.
2. 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. The Former Tenant was present at the hearing and confirmed he was prepared to proceed.

Preliminary Issues

3. The application claims rent arrears and daily compensation up to the date the Former Tenant vacated the rental unit. This issue has already been determined by Board order LTB-L-006725-24, issued on September 25, 2024. The order finds the Former Tenant was in possession of the rental unit on the September 17, 2024 hearing date. The order terminates the tenancy effective October 6, 2024 and takes into account the rent deposit. The order also orders arrears of rent and daily compensation up to the day the Former Tenant vacated the unit.
4. Since the Landlord's claim for rent arrears and daily compensation has already been addressed by order LTB-L-006725-24, I did not consider this claim again.
5. The application also claims out of pocket costs the Landlord incurred as a result of the Former Tenant substantially interfering with the Landlord. The costs claimed relate to hiring a property manager to assist the Landlord with engaging the Board's process to terminate the tenancy. I advised the Landlord that his choice to employ a property manager to assist him with the eviction process is not a substantial interference on the part of the Former Tenant. The Former Tenant was entitled to exercise his right to remain in the unit until the Board terminated the tenancy. For these reasons, this claim was not considered.
6. The Landlord abandoned some of the damage claims made in the application that he did not have supporting evidence for. This order addresses the remaining allegations the Landlord raised in the application.

L10 Application

7. The Landlord's testimony was the Former Tenant vacated the rental unit on October 2, 2024. The Former Tenant did not agree with this date, stating that it was earlier because he was wearing shorts the day he moved out. The Former Tenant also stated that he would not have been wearing short in October in Canada and the October 2, 2024 date put forward by the Landlord is incorrect.
8. Order LTB-L-006725-25 mentioned earlier, was issued on September 24, 2024 and finds the Former Tenant was in possession of the unit on the September 17, 2024 hearing date. It was not disputed that the Former Tenant was not living in the unit on October 2, 2024. Logically then, the Former Tenant vacated the unit on a date between September 17, 2024 and October 2, 2024. Since this application was filed on October 12, 2024, I am satisfied it was filed within one year of the Former Tenant moving out of the rental unit.

Compensation for Unpaid Utility Costs

8. At the hearing, the Former Tenant conceded the Landlord's claim for \$650.00 in unpaid utility costs the Former Tenant was required to pay under the tenancy agreement. As such, this amount will be ordered.
9. The Former Tenant has not made any payments since the application was filed.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damage

Flooring

23. The Landlord testified that the Former Tenant damaged the laminate flooring in the second bedroom of the rental unit. The Landlord submitted photographs showing a significant portion of the flooring in this room is completely destroyed. Frankly, it appears the flooring is rotting and growing moss. The Former Tenant acknowledged responsibility for this damage but did not believe he should be responsible for the cost to replace areas of the floor in the unit that were not damaged.
24. The Landlord explained that the flooring through is laminate flooring and it does not have transitions. To access the ruined area, other areas of the flooring have to be removed. In addition, the Landlord explained that after the Former Tenant caused the damage, the flooring could not be matched since the pattern was no longer available.. As such, the entire floor had to be replaced. The Tenant did not dispute this explanation from the Landlord and I found it reasonable in the circumstances.
25. Based on the evidence, I am satisfied the Landlord has established the Former Tenant wilfully or negligently caused undue damage to the flooring in the rental unit and that the Landlord has incurred reasonable costs to replace the damage.
26. The Landlord provided a receipt from AA Floors and More Ltd. showing the cost of new flooring was \$2,284.05. The receipt shows the replacement flooring is also laminate and I was satisfied the Landlord was replacing the damage with substantially similar flooring. The Landlord provided a quote from a contractor named Hercules Pedroso showing the labour cost to remove and replace the flooring is \$2,500.00. The quote provided makes no mention of HST being charged and the Landlord provided no supporting evidence showing HST was paid to support his claim for \$2,850.00 in labour costs. As such, I do not find the reasonable labour costs are more than the \$2,500.00 quote provided.

Paint and Wall Damage

27. The Landlord testified the unit is nonsmoking and the lease agreement does show this. The Landlord's evidence was the Former Tenant smoked in the rental unit and the unit was left with nicotine-stained walls requiring painting. The Landlord also stated other rooms had holes in the walls that in addition to painting, required repair.

28. The Landlord submitted photos of some of the walls and ceilings in the unit that do appear off coloured. One photo clearly shows brown staining on the walls around a large HVAC intake panel and the originally white thermostat has a brown tinge to it. Other photos show various walls in the unit with scuff marks and other blemishes.
29. The Former Tenant testified that he could not remember if his lease stated the unit was nonsmoking. He stated everyone smoked in the building including the superintendent. The Former Tenant's evidence was that while he was a smoker, he only smoked outside on the patio and that over the course of the tenancy he was barely in the unit. He did not recall causing any damage to the walls themselves.
30. Based on the testimony of the parties, I preferred the Landlord's evidence. It was clear, concise and supported by corroborating evidence. The Former Tenant was able to recall he only smoked outside but could not recall if the unit was nonsmoking requiring this. He provided no explanation as to how the walls would otherwise become stained and discoloured or damaged. I found the Landlord's evidence more reliable and was not lacking in detail while the Former Tenant's evidence came across as vague generalizations.
31. For these reasons, I am satisfied it is most likely that the Former Tenant did cause damage and staining to the walls in the unit requiring the Landlord to incur costs to repair and paint the unit. However, I do not find the Landlord provided sufficient evidence showing the entire unit needed to be painted due to staining and damage. Some of the photos show no scuffs, dents or staining at all in some rooms. For instance, the bathroom shows no damage or staining. The entrance way photos show no more than a scuff. The bedroom with the damaged flooring does not appear to have staining or damage to the walls.
32. The Landlord submitted an invoice from Capital Pro Painters showing the cost to repair the walls and paint the unit was \$3,559.50.

Reasonable Repair Costs

33. The Former Tenant did not agree with the amounts being claimed by the Landlord and believed \$5,000.00 was more realistic to repair the damaged flooring and paint and repair the walls. He stated the Landlord could have had a friend provide quotes that are inflated but agreed this was mere speculation on his part and that he had no evidence showing this is what the Landlord did. The Former Tenant also stated he had friends tell him the work could be done for less money. Since the Former Tenant had absolutely no evidence the amounts claimed by the Landlord were inflated in any way, I accepted these amounts as reasonable for the work quoted in them. However, I was not convinced the Landlord was entitled to the full amounts claimed.
34. With respect to the costs to replace the flooring, I find the Landlord has established the entire floor had to be replaced. I also find the reasonable cost the Landlord paid for the flooring material was \$2,284.05 and this will be ordered. I find the Landlord has established \$2,500.00 was the reasonable cost incurred for labour to replace the flooring, not more. As stated, nothing shows the Landlord incurred HST costs above the amount quoted. As such, \$2,500.00 will be ordered.

35. I am also satisfied a significant portion of the unit required repairs to the walls and painting. Based on my viewing of the Landlord's evidence and the photos of the various areas, I find approximately 75% of the unit was affected by staining and wall damage such that it required painting. As such, \$2,669.63 of the Capital Pro Painters invoice will be ordered.
36. At the hearing, Former Tenant explained he is currently unemployed and unable to afford to pay the Landlord the amounts owing. I have considered the Former Tenant's circumstances and find an interest free period until March 31, 2026 on the amounts owing is reasonable and provides him time to find employment or borrow money as he referenced doing at the hearing.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$650.00, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$7,453.68, which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
3. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$8,289.68*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 18, 2026
Date Issued

John Cashmore
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:

Utility Costs	\$650.00
Damage Costs	\$7,453.68
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,289.68