



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Kurpis v Rodriguez, 2026 ONLTB 15383

Date: 2026-03-02

File Number: LTB-L-060393-25

In the matter of: 802, 750 BAY ST
TORONTO ON M5G1N6

Between: Mary Kurpis Landlord

And

Jeannette Rodriguez Tenants
Juan Mateo Lopez

Mary Kurpis (the 'Landlord') applied for an order to terminate the tenancy and evict Jeannette Rodriguez and Juan Mateo Lopez (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, and the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 12, 2025.

The Landlord, the Landlord's Legal Representative Lyndsay Dubois, the Tenants, the Tenants' Legal Representative Daniel English, and the Tenants' witness Richard Schmid attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenants must pay to the Landlord \$1,080.99.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on July 31, 2025. As such, the Landlord proceeded with her claim under s. 89(1) of the *Residential Tenancies Act, 2006* (the 'Act').

Landlord's Evidence

4. The Landlord testified that she has owned the unit for 18 years along with her daughter and that the tenancy commenced on October 1, 2020.
5. The Landlord testified that prior to the commencement of the lease, the unit had been rented previously to university students for 13 years and was renovated in 2020 wherein the ceiling and walls were painted, new flooring was installed, new countertops, new cabinets, a new vanity, new bathroom countertops, new fridge, new dishwasher, and a new oven. Various receipts were entered into evidence showing the expenses of the Landlord during the renovation.
6. The Landlord further testified that the condominium company who owns the residential complex had advised the Landlord how to correctly install the flooring for the unit and that the flooring was click flooring that was installed with an underlay and waterproofing which the Landlord testified was installed by a professional.
7. The Tenants vacated the unit as of July 31, 2025. The Landlord testified that the only maintenance request she had received from the Tenants was from May of 2024 and that in June 2025 she had purchased a new washer and dryer for the unit.
8. Photos from the inspection of the unit from July 9, 2025, were entered into evidence showing cracked tiling from what appeared to be a kettlebell. Further damage was found in the kitchen of a similar nature wherein the floor planks had been broken and seemingly replaced by the Tenants.
9. Further, photos of various other items were entered into evidence include other damage to the flooring including the separation of the flooring planks and other gouges.
10. The Landlord testified that the flooring could not be repaired as she had no leftover planks from the previous renovation and had to purchase and install new flooring for the entire unit.
11. Further photos of damage to the baseboards were entered into evidence, a lot with photos of the paint peeling off of the kitchen cabinets. The Landlord testified that she did not have the paint to repair the cabinets and instead had to purchase and install two new doors.
12. A photo of the stove's surface that had been marked and scratched which the Landlord testified that she could not replace. The Landlord testified that she investigated the issue and found that she could not just replace the stove top as the price was than a new unit would cost. As such, the Landlord purchased a new stove.
13. The Landlord testified that the dishwasher had also been damaged in that it had been dirty and covered in grease with water pooling at the bottom of the unit and not draining. The door of the dishwasher had also been damaged and had to be repaired. The Landlord confirmed that the Tenants had never advised her about the issue with the dishwasher.

14. The Landlord testified that she could not start the remediation process of the unit until December to start the renovation. Entered into evidence was an invoice from Landmarking Inc. dated October 15, 2025, showing \$8,800.00 for the removal and installation of new flooring, \$1,500.00 for the removal of partial baseboards that were damaged and paint, \$200.00 for plumbing work to unclog the dishwasher, and \$4,800.00 to replace the kitchen cabinet doors and bathroom cabinet doors for a total of \$17,289.00 which includes \$1,989.00 of HST.
15. Further, the Landlord is also claiming \$694.99 for the replacement dishwasher and \$994.99 for the replacement stove. The Landlord also testified that the Tenants had a lot of items in the unit, suggesting that is why the Tenants either never noticed the damage, or why the damage may have occurred.

Tenant's Evidence

16. Both Tenants testified and both entered into evidence videos that were taken prior to them vacating the unit in July of 2025. The Tenants testified that they had cleaned the unit prior to vacating and had not notice and of the issues raised by the Landlord. That said in cross-examination the Tenants did agree that there had been damage to the bathroom floor, although the Tenants testified that the damage could have occurred prior to their moving into the unit.
17. Another video of the dishwasher running through a cycle was entered into evidence, showing that there were not issues with same once the Tenants vacated.
18. The Tenants also testified that they had replaced the planks in the kitchen because the floor had been getting soft.
19. Richard Schmid ('RS') testified on behalf of the Tenants. He testified that he has been a home inspector for the last 30 years and possesses credentials for same.
20. RS attended at the unit on July 22, 2025, and completed a report on behalf of the Tenants after having completed an inspection of the unit. RS was retained after the Landlord had advised the Tenants about the damage.
21. RS testified that the floor was shifting because when the floor was laid overtop of the original material, the previous contractors had failed to properly remove the grout, which caused uneven stress to the floor.
22. RS testified that while there was nothing inherently wrong with the Landlord's choice of flooring, that the flooring that the Landlord had installed was a plastic-based material without a lot of give. RS also testified that while the condominium may have approved the materials used by the Landlord, he could tell that the floor was installed quickly as the grout had not been properly removed to maintain a flat surface for the flooring.
23. RS also opined that some of the floor damage could have been as a result of the Tenants just simply standing on the floor as the space under the flooring was uneven, creating gaps and stress that would have led to the floor damages.

Analysis

24. Section 89 of the Act states:

89 (1) *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*

25. Section 34 of the Act states:

34 *The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.*

26. The Landlord is required to prove that the Tenants either wilfully or negligently caused undue damage to the rental unit. It is not sufficient that the Landlord only demonstrate that minor damage was done to the rental unit in a way that resembles the regular wear and tear that would be expected throughout a tenancy. If the Landlord fails to lead sufficient evidence that the Tenants *wilfully or negligently* cause undue damage to the rental unit, then those portions of the Landlord's application must be dismissed.

27. For the following reasons, I find that portions of the Landlord's application should be granted, while other portions of the application will be dismissed.

28. With respect to the issue of the flooring, I had advised the Landlord's Legal Representative at the hearing that I found the Landlord's claim to repair the entirety of the flooring to likely be unreasonable considering the damage was contained to a couple of portions of the flooring. The Landlord had to replace the flooring entirely because she did not have any other planks to replace the broken pieces.

29. Having considered the evidence of the Tenants, including that of RS, I find that the improper installation of the flooring and the materials chosen by the Landlord were partially responsible for the damage. It was clear in my view that had the grout been thoroughly removed from the underfloor, the flooring would have been properly set and much less susceptible to damage.

30. That said, there was never any price given for that of maybe one or two planks that were seemingly damaged and as such, I do not find that the Landlord's claim for \$8,800.00 to replace the entirety of the flooring to be reasonable and this portion of the Landlord's claim is dismissed.

31. Further, in my view, based on the photo of the stove top, I am not satisfied that this ring is a burn mark. Instead, it appeared to be a heavy grease stain that could have been removed with a strong kitchen cleaner. In either event, replacing the entire stove because the top was scratched but still working is not a reasonable request in my view and I am not satisfied that the Landlord minimized her losses as required under s. 16 of the Act and this portion of the Landlord's claim is dismissed.

32. Further, having reviewed the photos of some of the damage to the cabinet doors in the kitchen and bathroom, and the baseboards, I am not satisfied that the damage amounts to normal wear and tear and does not show any *wilful* or *negligent* damage.
33. That said, with respect to the issue of the dishwasher, I am satisfied on a balance of probabilities that the dishwasher was negligently damaged. The Tenants testified that they had never advised the Landlord about the issues in question, and I am satisfied that the damage required the removal and replacement of the dishwasher for a total of \$694.99, as well as the associated plumbing costs of \$200.00.
34. The Landlord has incurred reasonable costs of \$894.99 to repair the damage or to replace property that was damaged and cannot be repaired.

Costs

35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of July 31, 2025.
2. The Tenants shall pay to the Landlord \$894.99, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord is \$1,080.99.
5. If the Tenants do not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

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