



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

File Number: LTB-L-051618-24

In the matter of: 1, 28 KINRADE AVE
HAMILTON ON L8L6L6

Between: John Piersol Landlord

And

Ivan Hooper Former Tenant

John Piersol (the 'Landlord') applied for an order requiring Ivan Hooper and Julie Johnson (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 November 18, 2025.

Only the Landlord's agent, S. Atkinson, attended the hearing.

The Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. At the start of the hearing, the Landlord's agent, Sara Atkinson (SA), stated that the Tenant, Julie Johnson, is listed on the lease agreement solely as a guarantor and did not reside in the rental unit. As Julie Johnson is a guarantor and not a Tenant within the meaning of the *Residential Tenancies Act, 2006*, the ("Act"), the Board does not have the jurisdiction to issue an order against her.
2. SA therefore requested that Julie Johnson be removed as a named party to the application. Pursuant to section 200(1) of the Act, I granted the request.
3. The style of cause is amended to remove Julie Johnson as a named party to the application.

4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$1,556.00 on or before March 16, 2026.
5. 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.
6. These documents were served on June 27, 2025 by regular mail.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. SA testified that the Former Tenant left the rental property on July 10, 2023, however, vacant possession of the rental unit was not provided until August 2, 2023.
9. Accordingly, I find that the Former Tenant vacated the rental unit on August 2, 2023.
10. This application is filed pursuant to section 89 of the Act which provides that 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.

Compensation for Damage

11. SA testified that a unit inspection was conducted on August 1, 2023. Upon inspection, several damages were observed in the unit. SA stated that the condition of the unit remained the same after August 2, 2023.
12. SA testified that the following damages were identified, four-bedroom doors and door frames were damaged, multiple holes were identified throughout the walls of the rental unit, and the refrigerator door was both dented and its hinge was broken. Photographs of the damage was submitted into evidence to substantiate SA's allegation.
13. SA testified that the flooring in the unit was also damaged and submitted photographs to corroborate her allegation. SA testified that the flooring was damaged by dog urine as the Tenant would allow their dog to urinate in the unit resulting in discolouration and the bubbling of the laminate flooring in addition to a foul odour.
14. SA testified that the Landlord retained the services of a contractor to repair the damage on August 5, 2023. SA testified that she does not have a contractor's invoice for the repair done, however, SA stated that the lease agreement included a schedule of damages identifying what tenants are charged in the event damage occurs. A copy of the schedule of damages was submitted into evidence.
15. Pursuant to the schedule of damages, the Landlord claims:
 - \$460.00 for the replacement of the four damaged doors (\$115.00 x 4).
 - \$125.00 for the damage to the walls.
 - \$175.00 towards a box and a half used to replace a portion of the flooring.
 - \$300.00 towards the replacement of the of the refrigerator door and hinge.

- \$60.00 for the damage caused to the door frames.
- 16. SA further testified that two smoke and carbon monoxide detectors were removed from the rental unit's living room and bedroom. Pursuant to the damage schedule, the total cost to repair each detector is \$125.00. The Landlord request's a total of \$250.00 to replace two missing detectors.
- 17. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit as detailed in paragraphs 9, 10 and 13 of this order.
- 18. Accordingly, I find that the Landlord incurred reasonable costs of \$1,370.00 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
- 19. The Landlord also sought damages with respect to rental arrears of \$2,650.00 and for the out-of-pocket expenses incurred for the clean up and disposal of the garbage left behind by the Tenant in the amount of \$775.00.
- 20. Arrears of rent fall within section 87 of the Act and out-of-pocket expenses fall within section 88.1 of the Act. An application pursuant to section 87 or 88.1 of the Act are not properly before me. As a result, the Landlord's claim for arrears of rent and out-of-pocket expenses are denied.
- 21. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,370.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,556.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Mayra Sawicki
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:

Damage Costs	\$1,370.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,556.00