



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: HO v BENOIT, 2026 ONLTB 22096

Date: 2026-03-19

File Number: LTB-L-077027-25

In the matter of: MAIN floor, 1789 BANCROFT DR
SUDBURY ON P3B1S5

Between: Quang Ho Landlords
Trang Nguyen

And

Renee Benoit Tenants
Jonathan Mac Alpine
Gail Cowper-Renee

Quang Ho and Trang Nguyen (the 'Landlords') applied for an order to terminate the tenancy and evict Renee Benoit, Jonathan Mac Alpine, and Gail Cowper-Renee (the 'Tenants') because 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

Quang Ho and Trang Nguyen (the 'Landlords') also applied for an order requiring Renee Benoit, Jonathan Mac Alpine, and Gail Cowper-Renee (the 'Tenants') to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 December 16, 2025.

The Landlord, Quang Ho ("QH"), and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. It was undisputed that the Tenants vacated the rental unit on October 1, 2025.

5. As such the claim for termination of the tenancy was moot and the only remaining claim from the application was the claim damages.

Undue Damage

6. Section 89(1) of the act indicates:

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.

7. This wording means that a landlord must establish that it is more likely than not that the tenant, an occupant or a guest, wilfully or negligently caused each item of property damage claimed.
8. Section 89 specifically requires the damage claimed to be undue. It is recognized that some damage will occur over the regular course of time, due to regular wear and tear in a residential complex. Reasonable wear and tear would not normally constitute "undue damage" (*Kamoo v. Brampton Caledon Housing Corp.* 2005 O.J. No. 3911).
9. QH testified that the shower had a glass door when the Tenants moved in and at some point it was broken by the Tenants. QH testified that it was going to cost approximately \$1,743.59 for the material and installation of a new glass shower door.
10. The Tenant, Gail Cowper-Renee ("GC"), testified that the shower door was broken because of an accident that was attributable to the Landlords' failure to adequately address maintenance concerns at the rental unit. GC testified that there was insufficient heat in the rental unit and so the Tenants were having to use electric space heaters which tripped a breaker while one of the Tenants was in the shower and the lights went out. The Tenant leaned on the glass shower door for support while in the dark and the shower door broke.
11. The Tenants position was had there been sufficient heat, the breakers would not have tripped causing the power outage during a shower and the Tenant would not have had to lean on the door in the dark causing it to break. GC also testified that to the best of her knowledge, the shower door has still not been replaced.
12. QH did not offer an alternative theory as to how the shower door was broken except that it was not broken when the Tenants moved in. As such, I accept the Tenants' version of how the shower door was broken and that it was a result being suddenly left in the dark while in the shower. Based on the evidence before me, I cannot find that this damage was the result of the Tenants' negligence because it is possible it stemmed from the Landlords' failure to address maintenance issues. Furthermore, the Tenant's actions were more of a reflex response to suddenly being left in the dark. It cannot be said that this is a situation where the Tenant's actions or response fell below that which could be reasonably expected in the circumstances.

13. Based on the evidence before me, I find that the Tenant's leaning on the shower door in the dark was not willful or negligent and instead was an accident. There was no evidence provided to support the finding that the shower door breaking was anything other than an accident.
14. QH also claims that the Tenants caused damage by removing a portable air conditioning unit without consent and damaged the insulation when it was removed. When it was re-installed, it was reinstalled without proper insulation, which caused air leakage and increased the heat bill. QH claimed the damaged caused was the increase to the heat bill and the Tenants were responsible for \$300.00 for the air conditioning installation.
15. GC testified that the portable air conditioning was removed in the fall when it started getting cold and then re-installed in the summer when it started getting warm. The Tenants denied doing any damage as a result of the removal or installation of the air conditioning unit.
16. Based on the evidence before me, I am not satisfied that the Tenants' removal or reinstallation of the air conditioning unit caused damage to the rental unit or residential complex. The Landlords presented no evidence that the window in which the air conditioner was installed was in anyway altered, it was not scratched or dented or otherwise harmed. The Landlords presented no evidence that the air conditioner itself was damaged or did not function due to the actions of the Tenants. The Landlords did not even present evidence that the insulation was damaged, just that it was reinstalled without the insulation.
17. As such, I cannot find that there was damage as a result of the improper installation of the air conditioning unit since the only result was an alleged increase to the utility bill and this particular claim deals with damage to the rental unit itself, which a utility bill is not.
18. Therefore, the Landlords have not proven that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
19. Therefore, the Landlords claim for damages and the application is dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

March 19, 2026

Date Issued

Nicole Pedron

Member, Landlord and Tenant Board

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