



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-078210-25

In the matter of: Basement, 69 Blantyre Ave.
Toronto ON M1N2R3

Between: Melanie Iacovino Landlord

And

Mary J Khalili Tenant

Melanie Iacovino (the 'Landlord') applied for an order to terminate the tenancy and evict Mary J Khalili (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

Only the Landlord attended the hearing.

As of 9:52 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Substantial Interference and Serious Impairment of Safety

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on October 31, 2025.
3. With regard to serious impairment of safety, given the Tenant has vacated the rental unit and no evidence was led regarding this ground, that claim is dismissed.

Substantial Interference and Costs

4. As discussed below, with regard to the substantial interference claim and the claim for costs as a result of substantial interference for undue damage, the Landlord proved on a balance of probabilities the claim in their application. The Tenant is ordered to pay \$800.00 plus filing fee costs.
5. The rental unit is a basement apartment in the Landlord's detached home. The Landlord lives above the Tenant. There are no other rental units.
6. The Landlord claimed she was substantially interfered with and will incur costs of \$7,000.00 as a result of the Tenant leaving her dogs unattended from September 6, 2025 to September 8, 2025.
7. The dogs were tied up to the sofa without food and water and were left to urinate and defecate in that area of the rental unit. The Landlord informed her the dogs need to be removed, but the Tenant told the Landlord she would not come back to the unit because she was avoiding a warrant for her arrest. Police and animal services were called three times and finally came to take the dogs three days later.
8. The Landlord alleges severe damage was caused by the dogs to the laminate flooring in the form of peeling and lifting, staining and odour.
9. I accept on a balance of probabilities that urine and feces on the flooring would cause damage if left to sit for extended periods. Although no photos were produced in support of the Landlord's application, the oral description of the damage was sufficient¹ to conclude, on an uncontested basis, that damage was caused.
10. Regarding the extent of the damage, there was insufficient evidence to determine the extent of the damage to the laminate floor or to the subfloor leaving me unable to conclude if damage extended past the flooring, or how badly the flooring was damaged. Given it is a basement I cannot conclude on a balance of probabilities that the subfloor was damaged.
11. The Landlord could also not state the square footage of the damage. She estimated the living room where the damage exists is approximately 400 square feet, which seems large for a basement apartment, however, I have no evidence to the contrary. The dogs were tied up and so it is not likely the entire floor was damaged. However, despite the localized nature of the damage, I do accept on a balance of probabilities that the entire living room would need replacing even if damage is localized because of the age of the laminate, and the likelihood of finding replacement boards.

¹ The materials which were produced the day before the hearing by the Landlord were not admitted into evidence for the following reasons. An adjournment was provided to the Landlord on January 5, 2026 for the specific purpose of disclosure of documents. The Landlord however, waiting until the day before the hearing to upload documents to the Board's portal. None of those late documents were served on the Tenant. Insufficient reasons were provided as to why the Landlord could not serve the Tenant and little effort was made to find the Tenant either through her previous contact information, or through her uncle. The Landlord's speculation that she might be in jail was not founded on fact.

12. The Landlord also provided photo evidence of damage to the drywall in the rental unit living room by some form of impact discovered after the Tenant vacated. I am satisfied based on the testimony of the Landlord that the Tenant, an occupant or guest of the Tenant caused this damage.
13. In my view the Landlord through the oral testimony alone, proved on a balance of probabilities that the Tenant substantial interfered with the Landlord's reasonable enjoyment of the rental unit, and interference with the Landlord's rights, interests and privileges by causing willful or negligent undue damage to the rental unit flooring.

Remedy

14. Regarding a remedy, the Landlord claimed \$7,000.00, which was not itemized or supported by an invoice, receipt or quote from a contractor. The Landlord testified she wanted to replace the entire flooring throughout the rental unit so it would match. I do not accept that the flooring throughout the rental unit needs changing simply because one area of the living room is damaged. This would be an unfair and disproportionate windfall to the Landlord.
15. A Landlord is only entitled to costs for '*undue damage*' not normal wear and tear. Therefore a consideration of the useful life and residual value of an item is necessary.
16. I find it is not possible to determine the appropriate cost award, given the lack of receipts or contractor estimate which might include square footage and some information about subflooring. Insufficient evidence was provided to determine the value of the flooring, or to calculate it's residual value.
17. Regarding residual value, the laminate flooring was installed prior to the Landlord taking possession of the house 10 years ago. She could not state it's age but it is at least 10 years.
18. When considering the useful life remaining in the current laminate flooring that has been damaged, I note that the schedule "*Useful Life of Work Done or Thing Purchased*" contained in Ontario Regulation 516/06 ('Regulations') does not contain an item entitled 'laminate flooring'. The useful life of hardwood is indicated in the Regulations as 20 years.
19. However, given that laminate flooring is a man-made multi-ply composite product comprised of wood and resin blend bound with glue, it is more akin to vinyl in my view and has a shorter lifespan than hardwood. Laminate flooring cannot be 'refinished' and therefore has little 'residual' value. The Regulations identify the useful life of vinyl flooring as 10 years. I find therefore that the 'useful life' of the laminate flooring in this case is 10 years. This means the residual value of the Landlord's laminate flooring is almost nothing. I have considered that flooring, well taken care of, can last in excess of 10 years however, and therefore find the laminate floor probably has some useful life left.
20. I find that it would be fair and appropriate, given the minimal useful life of the flooring and limit to just the living room, to grant costs to the Landlord of \$800.00.
21. Regarding the drywall hole I find \$300.00 appropriate, based on my experience at the Board, for repair of the drywall.

22. The Landlord paid \$186.00 for filing this application and is entitled to that cost.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, when the Tenant vacated the rental unit.
2. The Tenant shall pay to the Landlord \$1,100.00, which represents the reasonable costs of repairing and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$1,286.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the outstanding balance.

March 13, 2026
Date Issued

Julie Broderick
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.