



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

File Number: LTB-L-020346-24

In the matter of: 555 WALLACE AVE S
LISTOWEL ON N4W1Y7

Between: Rhiannon Canto Landlords
Cody Griffin

And

David Bulley Tenants
Michelle Ferguson
Jessica Bulley
Jospeh Bulley

Rhiannon Canto and Cody Griffin (the 'Landlords') applied for an order to terminate the tenancy and evict David Bulley, Michelle Ferguson, Jessica Bulley and Jospeh Bulley (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully or negligently caused damage to the premises.

Rhiannon Canto and Cody Griffin (the 'Landlords') also applied for an order requiring David Bulley, Michelle Ferguson, Jessica Bulley and Jospeh Bulley (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 March 3, 2025.

The Landlords, the Landlords' Legal Representative, Daniel Abraham, and the Tenants, David Bulley and Jessica Bulley, attended the hearing.

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.

Determinations:

Preliminary Issue: Amending the Application

1. At the hearing, the Landlords requested to amend the application to claim a further \$27,541.56 in damages. This total also includes unpaid invoices for heating and water services.
2. When asked if the amended application and additional invoices had been served upon the Tenants, the parties did not dispute the documents had been served on February 26, 2025.
3. In accordance with Rule 15.4 of the Board's Rules of Procedure, I find it reasonable and appropriate in the circumstances to amend the application. I am satisfied the Landlord served the amended application and supplemental documents upon the Tenants, and the Tenants were consequently made aware of the updated total the Landlord would be claiming at the hearing. The Tenants would have also known on the face of the amended application the case they were expected to defend against regarding the non-payment of utilities and water heater costs. Therefore, the application was amended accordingly to include the updated amount for damage claimed under section 89 of the *Residential Tenancies Act, 2006* ('Act') and to consider the utilities and water heater costs under s.88.1 and/or 88.2 of the Act.

N5 Notice to Terminate the Tenancy:

4. The Tenants were in possession of the rental unit on the date the application was filed.
5. On August 23, 2024, the Landlords gave the Tenants an N5 notice of termination deemed served August 28, 2024. The termination date in the notice was September 30, 2024.
6. The Tenants vacated the rental unit on November 30, 2024. Since the Tenants vacated the rental unit, consideration of the N5 notice to terminate the tenancy is moot. This portion of the L2 application is therefore dismissed.

Utilities:

7. The Tenants are responsible for all utilities as well as water heater costs for the rental unit as supported by the signed copy of the lease agreement submitted at the hearing. The Tenants did not dispute they are responsible for these costs; however, they were under the impression that the utilities had all been paid. The Tenant's, Jessica Bulley ('JB'), partner at the time, Michelle Ferguson ('MF'), would collect money from the Tenants and pay the bills. The Tenants testified a payment of \$137.00 was made for the water heater on February 28, 2025; however, the Landlords could not verify receipt, and the Tenants did not produce proof of payment at the hearing. MF was also not present at the hearing to testify regarding any payments made.
8. The Landlords received invoices for the Tenants' unpaid utility costs. Since the Tenants had outstanding balances with the service providers that were transferred to the Landlords, I find that the Tenants have substantially interfered with the Landlords' lawful rights and interests.

9. The Reliance bill submitted at the hearing dated January 28, 2025 for water heater costs totals \$265.27. The bill covers up to November 28, 2024 plus late charges and costs for the period from January 28, 2025 to April 25, 2025 (\$132.87). The Tenants are not responsible for the \$132.87 portion of the bill because they were not living in the unit at that time, nor are they responsible for the \$3.84 for late charges that the Landlords allowed to accrue. The Tenants are, however, responsible for the remaining costs of **\$128.56** (\$265.27 - \$3.84 - \$132.87).
10. A Municipality of North Perth water bill dated February 3, 2025 totaling \$336.43 was also submitted. The invoice covers the prior unpaid invoice period until November 29, 2024 as well as new service charges to January 31, 2025 (\$137.09). The Tenants are not responsible for the \$137.09 portion of the bill because they were not living in the unit at that time, nor are they responsible for the \$3.84 for late charges that the Landlords allowed to accrue. The Tenants are, however, responsible for the remaining **\$195.50** (\$336.43 - \$137.09 - \$3.84).
11. The Enbridge bill dated June 3, 2024, for \$4,571.79 covers the period from October 24, 2021 to May 14, 2024. The parties do not dispute that the Landlord and their family lived in the unit for four months prior to the Tenants renting the unit, and that the Enbridge account was in the Landlord's, Rhiannon Canto ('RC'), name. The Tenants were to place the account in their names when they moved in but did not do so, and the Landlords were not made aware until June 2024. The Tenant, Jessica Bulley ('JB'), transferred the account to her name in June 2024, at which time Enbridge followed up with RC for the outstanding charges that had accumulated under their name up to June 2024. The Tenants are consequently responsible for 925 days (November 1, 2021 to May 14, 2024) of the 933 days covered under the bill. The Total the Tenants owe the Landlords is therefore **\$4,532.59** (\$4,571.79 / 933 x 925).
12. Having considered the evidence and submissions before me, particularly the lack of supporting evidence to show proof of payment for the invoices, I am satisfied on the balance of probabilities that the Landlords have incurred or will incur reasonable out-of-pocket expenses totaling **\$4,856.65**, as a result of the Tenants' failure to pay water and heat costs under s.88.2 of the Act and water heater costs under s.88.1 of the Act.

Compensation for Damages:

13. Section 89 of the Act allows a landlord to 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 willfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit. The Landlords must show that the damage is "undue", meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.
14. The rental unit is described as a detached two-story house built in 1925 containing four bedrooms and one-and-a-half bathrooms. The unit also has an unfinished basement and attic. The house was mostly renovated in 2021, after which the Landlord and their family

lived in the unit for four months before the tenancy started on November 1, 2024. The Tenants then vacated the unit on November 30, 2024, and the Landlord and their family moved back in on December 1, 2024.

15. The Landlords' claim for property damage is related to the following:

- the stove/oven;
- the refrigerator;
- the windowsill;
- the baseboards;
- the floors; and
- the door frames & doors

Stove/Oven:

16. RC testified that the stove/oven was new (4 months old) when the Tenants occupied the rental unit in 2021. RC submitted a picture of the oven taken on December 1, 2024 showing a noticeable exterior dent just under the right side of the stovetop. The Tenant, David Bulley ('DB'), testified that the dent was not as noticeable as the Landlords made it out to be, and he believed the dent was there when the Tenants moved in but was not certain. The Tenants did not submit any supporting documentary evidence to substantiate that claim.
17. Based on the evidence before me, I am satisfied, on the balance of probabilities, that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex wilfully or negligently caused damage to the stove/oven. RC testified the appliance was new and provided evidence regarding the damage after the Tenants took possession of the unit. The Tenants offered no evidence to contradict RC's testimony that the damage did not exist before the tenancy started. I find the Landlords' evidence to be the best evidence before me and find the Tenants more likely than not are responsible for the damage to the oven/stove.
18. The Tenants owe the Landlord **\$654.78** which I find reasonable to repair the damage to the Landlord's property. The cost was supported by a third-party service provider estimate from a company called A+ Appliance dated June 1, 2025, which identifies the cost of the replacement parts and labour in the amount of \$654.78.

Refrigerator:

19. RC testified that the refrigerator was also 4 months old when the Tenants moved into the unit on November 1, 2021. RC submitted pictures of the refrigerator from December 2024 showing the broken rails for the upper-level crisper drawers, significant cracks to two door shelves, and what appears to be minor damage to the door. The Tenants did not dispute that the damage to the refrigerator occurred after they moved into the unit. DB testified that the damage was likely caused by MF's two young children (aged 8 and 10 years old at the time) who would be rough with the refrigerator when using it.

20. I am satisfied on the balance of probabilities 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 refrigerator in the rental unit. While I am satisfied that the Landlords proved damage done to the broken rails and two refrigerator door shelves requires repair/replacement, I am not satisfied that they showed the damage to the door was severe enough to warrant a replacement door. The contractor's written estimate specifically states the display panel warning showed "door ajar" and confirms that the problem was corrected after it was reset. Therefore, I find the Tenants are responsible for the reasonable costs to repair/replace the damaged items below totaling **\$666.86**, based on the itemized repair estimate from the A+ Appliance company dated June 1, 2025.

- \$193.80 for the refrigerator door shelves; and
- \$402.35 (\$370.82 + \$31.53) for the hand crisper drawer rails and the crisper drawer rollers.
- The total labour costs of \$235.69 were not itemized, however I find \$70.71 (30%) reasonable in the circumstances.

There was no evidence led about the damage to the filter, and costs were not considered.

Windowsill:

21. RC testified that the windowsill in the living room dated back to 1925 and was not part of the 2021 renovations. The Landlords submitted a picture of the windowsill taken in December 2021 showing what appears to be puffing and chipping of the paint due to water. The Landlord's invoice dated January 2, 2025 includes the replacement cost for the windowsill.

22. Having considered the evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenants, someone visiting or living with them, or someone they permitted into the rental unit caused the windowsill damage presented. The Tenants acknowledged they had already paid for prior water damage to the windowsill; however, the picture evidence submitted was from after those repairs would have been done and the Tenants moved out, thereby showing subsequent water damage occurred during the tenancy. However, I am not satisfied that the extent of the damage required the entire windowsill to be replaced rather than being stripped, sanded and re-painted/finished. There was no evidence the wood had rotted or there was a structural issue with the windowsill as a result of any damage. The Landlords' request for compensation for this cost is therefore denied.

Baseboards:

23. RC testified that the baseboards in the rental unit have also been a part of the house since 1925 and were not included in the 2021 renovations. The Landlords submitted pictures of the baseboards taken in December 2021 showing discoloration, dirt, and some chipping to portions of the baseboards in the living room, one of the bedrooms and the front hallway. A picture showing a portion of the dining room baseboards was also submitted showing what was described as pet feces splattered onto it. RC testified the

damage required the baseboards to be replaced and submitted an invoice dated January 2, 2025 itemizing over \$3,000.00 for costs. The Tenants do not dispute that their cats and kittens likely caused some damage to the baseboards in the dining room, but the other damage could very well be attributed to the age of the baseboards and their use over time.

24. Based on the evidence before me, I am not satisfied, on the balance of probabilities, that the Tenants, someone visiting or living with them, or someone they permitted into the rental unit caused the damage to the baseboards in the unit. While the Tenants' pets were likely the cause of the substance seen splattered on the dining room baseboards, there was no visible damage that could not reasonably be remedied by cleaning the baseboards. With respect to the baseboards in the other rooms, I am not satisfied the Landlords proved the Tenants were more likely than not the cause of the damage, given the age of and use of the baseboards over approximately 100 years and the fact that they were not included in the 2021 renovations. In any event, as only portions of the baseboards in the unit were shown to be affected it would not be reasonable to assign the Tenants to pay to replace all the baseboards in the unit. The Landlords' request for compensation for damage to the baseboards is therefore denied.

Floors:

25. RC testified that the floors in the rental unit were all redone as part of the 2021 renovations and were essentially new when the Tenants took possession of the rental unit on November 1, 2021. The Landlords submitted photos of portions of the floors from the hallway, the living room, the master bedroom, and the kitchen. Damage ranged from scratches (both long and short), scrapes, gauges, children's paint spots, and stains likely from pet urine. Several photos depicting pet feces and urine on some of the floors were also submitted as evidence.
26. RC further testified that over two dozen floorboards would need to be replaced due to the damage, especially for portions of the floor where the gauges were so deep that sanding would compromise the integrity of the boards. Some porcelain tiles on the kitchen floor were also cracked and needed to be replaced. The contractor informed the Landlords that sanding/repairing some boards while replacing others would be more expensive than simply replacing the entire floor; however, no estimate was submitted to substantiate that claim. The Landlords submitted one contractor estimate from Hardwood Giant London dated January 3, 2025 totaling \$10,331.20 for the cost of materials to redo the hardwood floors and an estimate from Microcraft Renovation Services dated February 2, 2025 totaling \$10,061.52 for the labour to redo the hardwood floors and kitchen floor, altogether totaling \$20,392.72 in estimated costs.
27. DB testified that the deeper gauge in the hallway hardwood floor was actually caused by a Landlords' contractor who attended the unit to do an insulation inspection in early 2022. DB further testified that the heavy French doors to the dining room would often catch and scrape along the floor which would account for some of the scratches. DB conceded on cross-examination that the kittens likely did urinate on the floor, and the red paint was from MF's children playing/crafting in the house. DB also agreed that no maintenance issues with the French doors scraping along the floors was ever brought to

the Landlords' attention, and the Landlords were responsive and timely with any other maintenance requests submitted.

28. Having considered the parties' evidence and submissions, I am satisfied on the balance of probabilities 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 floors of the rental unit. While some wear and tear (including scratches) is expected on the floors of a unit over three years, some of the floor damage depicted in this case, particularly the numerous gauges and scrapes, go beyond normal wear and tear. Also, based on the photographs provided, no scratch/scrape marks consistent with a door opening/closing were seen. Furthermore, the Tenants did not dispute that their pets defecated and urinated on the floors, that MF's children spilled paint on the floors, or that some scratches resulted.
29. The issue here is with the remedy claimed. The Landlords seek over \$20,000.00 for costs to redo all the floors in the unit, when only portions of the damage to the floors in the unit were submitted as evidence. I am also not satisfied that some of the damage could not have been remedied by simply cleaning and sanding/re-finishing some affected boards and filling in the deeper gauges in the others. The Landlords stated that it was more expensive to do patchwork repairs and replacements, but no corroborating evidence was submitted to justify a cost above \$20,000.00. Aside from the three larger gauges in the floor that might be somewhat of a safety issue, the other damage is mostly cosmetic in nature. It would not be reasonable to have the Tenants pay for the cosmetic advantage of all brand new flooring if any safety issues in the prior flooring could be repaired. The Landlord also has a duty mitigate costs, and to hold the Tenants liable for replacing the floors when there are three main gauges is unreasonable. Given these considerations, I find **\$4,078.54** (20%) of the Landlords' estimated costs to repair/replace the flooring in the unit to be reasonable in the circumstances.

Doorframes & Doors

30. RC testified that the doorframes in the rental unit have also been a part of the house since 1925 and were not included in the 2021 renovations. The Landlords submitted pictures of the doorframes and doors taken in December 2021 showing cracked wood along the doorframes, chipped paint, a broken base by the hinge of one door, and cracked wood by the lock and doorknob of another door. The Landlords' Legal Representative stated the Landlords seek to repair rather than replace the damage done; however, the January 2, 2025 estimate provided by the Landlords' contractor was for \$1,000.00 to replace five doors plus up to \$300.00 in labour costs for additional door repair. The Tenants did not make any submissions in particular regarding damage to the doorframes and doors, only that they were not aware of the extent of any damages at the time and meant no malice for any damage that resulted during the tenancy.
31. Based on the evidence before me, I am satisfied on the balance of probabilities that 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 doorframes and doors of the rental unit. While I appreciate the Tenants' submissions regarding their lack of intent towards any damages to the unit, that does not relieve them of any

negligent damage that occurred. I am satisfied that the damage to the two doors shown was beyond normal wear and tear, given the large cracks in the wood by the lower hinge and doorknob areas. However, I am satisfied the Landlords showed that the Tenants are more than likely only responsible for the some, and not all, of the damage to the doorframes. I say this because while some of the cracked wood appears to be more recent, RC confirmed the doorframes were approximately 100 years old at the time, which would lead me to reasonably infer that, without photographs showing their condition on the day the Tenants moved in, some of the damage was likely due to the age and wear over time instead of being solely attributed to the Tenants. Therefore, taking the Landlords' repair estimate into account, I find **\$650.00** (50%) of the estimated costs to be reasonable in the circumstances.

32. The total amount of reasonable costs the Landlords have incurred or will incur to repair and/or replace the damaged property is therefore **\$6,050.18** (\$654.78 + \$666.86 + \$4,078.54 + \$650.00).

33. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of November 30, 2024.
2. The Tenants shall pay to the Landlord **\$4,856.65**, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the Tenants' failure to pay utility costs under s.88.2 of the Act and water heater costs under s.88.1 of the Act.
3. The Tenants shall pay to the Landlords **\$6,050.18**, which represents the reasonable costs of repairing and/or replacing the damaged property.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlords is **\$11,092.83**.
6. If the Tenants do not pay the Landlords the full amount owing on or before March 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026

Date Issued

Fotoula Hatzantonis

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.