



Order under Section 89 Residential Tenancies Act, 2006

Citation: Frolov v Gour, 2026 ONLTB 22700

Date: 2026-03-27

File Number: LTB-L-082879-23

In the matter of: BASEMENT, 195 WITHROW AVE
NEPEAN ON K2G2J8

Between: Kostyantyn Frolov Landlord

And

Brianna Gour Former Tenants
Alexandria Fisher

Kostyantyn Frolov (the 'Landlord') applied for an order requiring Brianna Gour and Alexandria Fisher (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was previously adjourned on October 10, 2024, and rescheduled from a planned adjourned hearing date on December 5, 2024. The application was adjourned again on February 19, 2025, given that there was insufficient time remaining in the hearing block to hear the Former Tenants' evidence. On February 19, 2025, the Landlord and the Landlord's representative, Evgeny Aptekar, attended the hearing. Former Tenant Brianna Gour and her representative, Al Martin, also attended the hearing. Mr. Martin was not a representative for Former Tenant Alexandria Fisher.

The adjourned hearing for this application was heard by videoconference on March 12, 2026. The Landlord and the Landlord's representative, Evgeny Aptekar, attended the hearing. Former Tenant Brianna Gour also attended the hearing.

Preliminary Issues:

1. As provided in Order LTB-L-082879-23-IN, issued on February 28, 2025.

Determinations:

2. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlord \$1,947.64.
3. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 5.8 of the LTB's Rules of Procedure, and s. 189.0.1 of the *Residential Tenancies Act, 2006* (the "Act").
4. I am also satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in s. 191(1.0.1) of the Act, and Rule 3.3 of the LTB's Rules of Procedure.
5. These documents were served by the Landlord to the Former Tenants on or before August 24, 2024, by courier, for the hearing on February 19, 2025. Former Tenant Gour confirmed receipt of the application, the Notice of Hearing, and the Landlord's 109-page document of disclosures. The Notice of Hearing for the adjourned hearing on March 12, 2026, was served by the Board to the Former Tenants via email on February 10, 2026, in accordance with the Board's Rules of Procedure 5.8 and 3.3, and pursuant to s. 189.0.1 and s. 191(1.0.1) of the Act.
6. The Former Tenants vacated the rental unit on October 31, 2022.
7. This application was filed on October 20, 2023, within one year after the Former Tenants ceased to be in possession of the rental unit. I therefore find that the Landlord has met the requirements to apply to the Board for compensation for damage to the unit, pursuant to s. 89(1) and s. 89(1.1) of the Act. Accordingly, the Landlord's allegations of damage to the unit will be considered.
8. There is no last month's rent deposit.

Compensation for Damage**Landlord's Evidence**

8. The Landlord testified that the basement unit includes four bedrooms, and at times there has been four tenants in the unit. The Landlord explained that Former Tenant Brianna Gour's tenancy was from December 1, 2018 to October 31, 2022, and Former Tenant Alexandria Fisher's tenancy was from December 1, 2019 to October 31, 2022. The Landlord acknowledged that from May 1, 2020 to August 2020, two other tenants, Brianna Burgess and Brandon Theberge, also resided in the unit with the Former Tenants. The Landlord noted that these other tenants were removed from the tenancy through Board Order EAL-91593-20.
9. The Landlord claimed the following damages with repair or replacement costs totaling \$14,330.91:
 - a) Broken entrance door, frame, storm door with an estimated cost of \$2,937.66 to repair.

- b) Two broken internal doors with repair costs of \$358.73.
 - c) Broken window, window frame, and screen with repair costs of \$590.37.
 - d) Flooring damage requiring replacement at a cost of \$7,858.16.
 - e) Damaged trim and baseboards with repair costs of \$70.99.
 - f) Damaged kitchen countertops with an estimated repair cost of \$1,362.77.
 - g) Damaged kitchen cabinets with repair costs of \$209.58.
 - h) Damaged refrigerator with repair costs of \$226.87.
 - i) Clogged pipes and a broken sink faucet with repair costs of \$715.77.
10. The Landlord provided receipts for the completed repairs, as well as a listing of the repair costs, and estimates for costs of the items yet to be repaired or replaced. The Landlord submitted an estimate from contractor 1942034 Ontario Limited, dated July 9, 2021, and used this estimate for the cost to repair or replace damaged items. The Landlord explained that the contractor estimate of \$17,915.42 to repair the damage is higher than the costs he is claiming given that he performed many of the repairs himself, and that in some cases he used less expensive materials to replace the damaged items.
11. The Landlord provided photos of each of the damaged items, taken by Olena Frolova, the Landlord's Property Manager (PM), the first week after the Former Tenants vacated the rental unit on October 31, 2022. The Landlord also submitted many photos, taken by the PM, of the repaired items. The Landlord acknowledged that he did not submit photos of the condition of the unit at the start of the tenancy, on December 1, 2018. The Landlord stated that the residential complex was built in the 1960s, and that he has been the Landlord for this unit since 2011, when he purchased the residential complex. The Landlord remarked that the unit carpets were replaced in 2011, but most items in the unit pre-date 2011, and could be up to 60 years old. The Landlord asserted that despite the age of the unit, all the doors functioned and there was no damage to the unit at the start of the Former Tenants' tenancy, and that the damage to the unit upon their vacancy does not represent normal wear and tear.
12. The Landlord testified further that he believed that Former Tenant Brianna Gour, her boyfriend, and her dog, were responsible for the damage to the unit; however, he acknowledged that he never witnessed the Former Tenant, her boyfriend, or her dog damaging the unit. The Landlord asserted that accounts he received from other tenants in the unit, as well as a police report, indicate that Former Tenant Gour and her boyfriend often had violent fights in the unit, and that it was during these incidents that the unit sustained damage.
13. The Landlord submitted a redacted copy of a police report from an incident at the unit on October 31, 2019, that resulted in damage to the unit entry door. The Landlord also submitted a copy of an email, dated November 1, 2019, from other tenants in the unit, advising the Landlord that a fight between Former Tenant Gour and her boyfriend on October 31, 2019, required them to call the police, and resulted in the unit entry door being

damaged. In the email the tenants also complained about Former Tenant Gour not properly cleaning up fecal matter left on the unit floors by her dog.

14. The Landlord also submitted a copy of an email, dated April 15, 2020, from Former Tenant Alexandria Fisher. In the email the Former Tenant advised the Landlord's PM that Former Tenant Gour and her boyfriend have been throwing things in the unit during their fights, and that this has caused damage to the unit.
15. The Landlord's Property Manager (PM), Olena Frolova, testified that in the course of her duties she visited the unit several times per year, and that other tenants living in the unit with Former Tenant Gour complained to her about fighting between Former Tenant Gour and her boyfriend. The PM identified an email she received from these tenants on April 15, 2020, regarding the fighting and damage to the unit. The PM testified further that she never witnessed Former Tenant Gour, her boyfriend, or her dog damaging the unit; however, she asserted that no other tenants in the unit during Former Tenant Gour's tenancy conducted themselves in a manner that would have resulted in the significant damage to the unit. She asserted further that the damage to the unit was well beyond normal wear and tear. The PM confirmed that she took all of the photos of the damage to the unit the week after the Former Tenants departed the unit, and she also took all the photos of the subsequent repairs, as submitted in the Landlord's 109-page disclosure document.
16. The Landlord stated that the Former Tenants have not paid for any of the damage to the unit. He stated further that he would accept a 12-to-18-month payment plan for the Former Tenants to compensate him for the damage and the application fee.

Former Tenants' Evidence

17. Former Tenant Gour testified that she was responsible for the damage to the entrance door and its frame, the storm door, and two internal doors, as a result of an altercation with her boyfriend. She stated that the broken window, frame, and screen were all damaged before the start of her tenancy on December 1, 2018.
18. She acknowledged that her dog defecated on the unit carpet five or six times during the course of her tenancy, but that she steam-cleaned the carpet after every occurrence. She stated that the flooring in the unit was old, marred, stained and ripped before she moved into the unit, and that after residing in the unit for four years, often with three other tenants, the old carpet and linoleum continued to deteriorate. She noted that other tenants during her tenancy also had cats and dogs as pets. Former Tenant Gour explained that the residential complex was used for college students, and included multiple bedrooms for several tenants who shared common areas.
19. Former Tenant Gour testified further that damage to the old kitchen cabinets, the trim, and baseboards represents the normal wear and tear of numerous young tenants residing in the unit for successive years. She acknowledged that the refrigerator door was overloaded causing damage; however, she was only one of four tenants using this refrigerator, and therefore only liable for 25% of the costs to repair the damage.
20. Former Tenant Gour asserted that the damage to the kitchen countertop, to include a large gash above the dishwasher, as well as scratches and burn marks were caused by other

tenants. She added that the bathroom sink faucet dripped, but she did not break it, and that the pipes during her tenancy never clogged. She noted that she did not wash her dog in the unit.

Analysis

21. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex did not wilfully or negligently cause undue damage to the rental unit or residential complex as listed in paragraph 9 c), d), e), f), g), or i). The Landlord has the burden to prove that the conduct of the Former Tenants or their guests caused this damage. The Landlord did not provide sufficient evidence to establish that the Former Tenants or their guests were responsible for this damage. I accept that Former Tenant Gour's relationship with her boyfriend was at times violent; however, I am not satisfied that the damage listed in paragraph 9 c), d), e), f), g), or i) was the result of physical altercations between Former Tenant Gour and her boyfriend. The Landlord and the Landlord's Property Manager never witnessed Former Tenant Gour or her boyfriend damaging the unit, and other than the entrance door, other tenants in the unit never reported any specific damage by Former Tenant Gour or her boyfriend.
22. I accept that the residential complex is approximately 60 years old with 15-year-old flooring, and in recent years has been used for student housing with up to four tenants, their guests and pets, residing in the residential complex on a rotational basis – often for short term tenancies. Under these circumstances, higher levels of wear and tear and non-attributable damage is probable. I find that the flooring in the unit is five years older than its 10-year useful life, as established in *Ontario Regulation 516/06* Part VIII Schedule.
23. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex as listed in paragraph 9 a), b), and h). Former Tenant Gour testified that she was responsible for 100% of the damage to the entrance door, its frame, the storm door, and two internal doors. She acknowledged that she was responsible for 25% of the damage to the refrigerator door. I am satisfied therefore, given that at times there were four tenants residing in the residential complex, that the Former Tenants are responsible for 50% of the costs to repair the refrigerator door.
24. I am satisfied that the entrance door, its frame, the storm door, and the two internal doors are more than 20 years old. I am also satisfied that the useful life for these components, as provided in *Ontario Regulation 516/06* Part VIII Schedule, is 20 years. I find that these components were fully functional before being damaged, and not functional after sustaining damage. However, compensation provided by the Former Tenants to replace the damaged items should not result in a betterment to the components, that benefits the Landlord. Under these circumstances, I find that payment by the Former Tenants of 50% of the costs of \$3,296.39 that the Landlord incurred to replace the damaged exterior and interior doors is both reasonable and appropriate.
25. I am satisfied on a balance of probabilities that the refrigerator is 10-15 years old. I am also satisfied that the useful life of a refrigerator, as provided in *Ontario Regulation 516/06* Part

VIII Schedule, is 15 years. I find that the refrigerator was fully functional before being damaged, and partially functional after sustaining damage. Compensation provided by the Former Tenants to replace damaged refrigerator parts should not result in a betterment that benefits the Landlord. However, I find that replacing the damaged refrigerator parts does not result in an appreciable betterment for the Landlord. Accordingly, given that the Former Tenants represent one half of the previous number of tenants who used the refrigerator, I find that payment by the Former Tenants of 50% of the costs of \$226.87 that the Landlord incurred to replace the damaged refrigerator parts is both reasonable and appropriate.

26. The Former Tenants shall therefore pay the Landlord \$1,648.20 to replace the damaged exterior and interior doors, and \$113.44 to replace the damaged refrigerator parts.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$1,761.64 which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$1,947.64. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 7, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Frank Ebner
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 Tenants must pay the Landlord:

Damage Costs	\$1,761.64
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,947.64