



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Dingwell v Abraham, 2026 ONLTB 23053

Date: 2026-04-01

File Number: LTB-L-071999-25

In the matter of: 161 BANBURY RD
NORTH YORK ON M3B2L7

Between: Eva May Ting Dingwell Landlord

And

Evan Abraham Tenant

Eva May Ting Dingwell (the 'Landlord') applied for an order to terminate the tenancy and evict Evan Abraham (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

Eva May Ting Dingwell (the 'Landlord') also applied for an order requiring Evan Abraham (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs he was required to pay under the terms of the tenancy agreement.

Eva May Ting Dingwell (the 'Landlord') also applied for an order requiring Evan Abraham (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 previously adjourned on October 6, 2025, and on November 12, 2025. The adjourned hearing for this application was heard by videoconference on March 13, 2026. The Landlord, the Landlord's representative, Dan Schofield, and the Tenant attended the hearing.

Preliminary Issue:

1. Both the Landlord and the Tenant agreed that the tenancy terminated on December 23, 2025, the day that the Tenant vacated the unit.
2. The Landlord's representative submitted that given that the tenancy has terminated, the Landlord is no longer seeking an eviction of the Tenant, but rather is seeking, as requested in the Landlord's L2 application, compensation of \$32,250.20 for damage to the unit, compensation for unpaid utility costs of \$1,002.92, and compensation for the application filing fee.

Determinations:

3. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application. Therefore, the Tenant must pay the Landlord \$19,914.71.
4. The Tenant was in possession of the rental unit on the date the application was filed on August 28, 2025.
5. The Tenant vacated the rental unit on December 23, 2025.

Application Filing Fee

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Unpaid Utilities

7. Mindy Kline, the Landlord's Real Estate Broker, testified that in December 2022 she facilitated an agreement to lease the unit between the parties. She remarked that the monthly rent was \$5,500.00, the Tenant was responsible for the payment of all utilities and the provision of tenant's insurance, and that the Tenant agreed, as per the tenancy lease agreement, not to make any alternations to the unit. The Landlord submitted a copy of the lease agreement, signed by the Tenant on December 2, 2022, and by the Landlord on December 5, 2022.
8. The Landlord testified that the Tenant failed to fully pay for a water and solid waste management bill for \$945.86, dated December 20, 2024. The Landlord noted that the bill covered the period of August 18, 2024 to December 12, 2024, and the Tenant only paid \$478.85 of the costs, and therefore owed another \$467.01. The Landlord submitted a copy of this utility invoice.

9. The Landlord testified further that the Tenant failed to pay for a water and solid waste management bill for \$535.91, dated April 24, 2025. The representative confirmed that the bill covered the period of December 12, 2024 to April 20, 2025. The Landlord submitted a copy of this utility invoice.
10. The Landlord asserted that the Tenant was required to pay for these utility costs as per the tenancy agreement that the Landlord and the Tenant signed on December 5 and 2, 2022, respectively.
11. The Tenant acknowledged that his tenancy agreement required him to pay for water and solid waste services; however, he stated that he and the Landlord reached a verbal agreement in June 2023, that he was no longer required to pay for water and solid waste services.
12. On the basis of the evidence provided, I find that the Tenant was required to pay for water and solid waste utility services, but failed to pay the remaining \$467.01 on an invoice dated December 20, 2024, and failed to pay \$535.91 for an invoice dated April 24, 2025. I therefore find that the Landlord incurred reasonable out-of-pocket utility costs of \$1,002.92, as a result of the Tenant's failure to pay for these costs. In this matter, I find the Landlord's evidence, to include the utility invoices, a signed tenancy agreement indicating the Tenant's requirement to pay for these utilities, and the testimony of Mindy Kline, more compelling than the Tenant's assertion that his verbal agreement with the Landlord superseded the written tenancy agreement.

Compensation for Damage to the Unit

Landlord's Evidence

13. The Landlord alleges that on April 29, 2025, during an inspection of the unit, she noticed the following damage to the unit:
 - a) Installation of an Electric Vehicle (EV) charger without her approval, resulting in modifications to the unit's electrical panel with missing breakers and exposed live components.
 - b) Installation of an electrical cable through the exterior brick wall without her approval, posing a risk of water intrusion into the electrical panel.
 - c) Removal of approximately 800 square feet of carpet from the basement without her approval.
 - d) Installation of CCTV cameras without her approval that included drilling through brick walls, and damaging the basement's wood panel walls.
 - e) Installation of drywall partitions without her approval to block interior access and divide space for accommodating separate tenants. These partitions were subsequently removed, leaving visible marks.
 - f) Structural alteration and conversion of the basement powder room into a three-piece bathroom, without the Landlord's approval.

- g) Repositioning of an existing toilet, including re-routing and replacement of drainage pipes without her approval.
- h) Installation of a locking mechanism on the family room doors, without her approval, to restrict access by Unauthorized Occupants.
- i) Removal of the locking mechanism on the side entrance, without her approval, effectively converting a portion of the residential complex into an accessible common area to facilitate access by multiple Unauthorized Occupants.
- j) Installation of heavy gym equipment directly on the concrete basement floor without protective mats.
- k) Replacement of the kitchen range hood without her approval.
- l) Removal of multiple window screens and panes, which were placed outside, and taping a window with plastic, without her approval.
- m) Removal and/or damaging a custom wood-panelled cabinet in the family room area.

14. Mindy Kline, the Landlord's Real Estate Broker, testified that she walked through the unit on multiple occasions in November 2022 during its listing to be rented, and stated that she walked through the unit with the Tenant before the Tenant took possession of the unit. She noted that the residential complex is a single detached 3-bedroom backsplit, with an attached garage, and was in meticulous condition with no damage during her walk-through with the Tenant. She added that the lower level included a carpeted family room and office, a two-piece washroom, and a furnace room. She asserted that there were no water leaks in the unit or EV charging stations installed before the Tenant took possession of the unit. Ms. Kline stated further that the Tenant had advised her that his intent was to rent the unit for his family during the construction of their new home.
15. Ms. Kline identified 8 photos of the unit, to include the downstairs washroom, family room and office, as well as the main floor living room. Ms. Kline asserted that these photos were taken by her brokerage within one year prior to the Tenant's possession of the unit, and indicate that the unit was in pristine condition, without any damage, at the start of the tenancy. The Landlord submitted copies of these photos.
16. The Landlord testified that the tenancy started on December 8, 2022, and that the residential complex at the start of the tenancy included a single unit. She stated that she inspected the unit at the start of the tenancy and that the 8 photos of the unit from the Real Estate rental listing accurately reflect the condition of the unit at the start of the tenancy. She asserted that there was a carpeted family room and office, a two-piece washroom, and a furnace room in the lower level at the start of the tenancy.
17. The Landlord identified in the lease agreement, signed by the parties in December 2022, that the Tenant agreed to pay for all utilities; not alter the unit without the Landlord's consent; be liable for costs for unauthorized alterations; and not assign or sublet the tenancy without the Landlord's prior consent.

18. The Landlord stated that on April 9, 2025, City of Toronto Municipal Licensing and Standards Officers (MSOs) inspected the unit, and on April 11, 2025, they advised her that the unit was being operated illegally as a multi-unit residence, as a result of the installation of partition walls in the basement to create additional rooms.
19. The Landlord confirmed that the Tenant provided her with access to the unit on April 29, 2025. She stated that when she inspected the unit there was damage to the unit, and alterations to the unit completed without her approval, as provided in paragraph 13 above. The Landlord remarked that the EV charger installation, and the associated tampering with the electrical panel, was particularly worrisome given that this installation was not approved by the Electrical Safety Authority (ESA).
20. The Landlord remarked that on May 1, 2025, she re-inspected the unit with two City of Toronto MSOs, and the MSOs documented the presence of drywall partitions, unauthorized occupants, and therefore the illegal conversion of the residential complex into a multi-tenant residence.
21. The Landlord submitted 35 photos of the unit. The Landlord stated that nine of these photos were from her real estate agent, taken within one year of the tenancy start date, and the remaining 26 photos were taken by her on April 29, 2025, and on May 1, 2025. The Landlord described the photos as follows:
 - a) Five photos of the structural alterations to the basement washroom, to include the repositioning of the toilet. One photo submitted of the washroom prior to the tenancy.
 - b) Five photos of the wiring to accommodate the EV charger with the associated modifications to the exterior bricks and the interior electrical panel.
 - c) Two photos of the exterior CCTV camera installation.
 - d) Three photos of the wooden trimmed family room with a matching cabinet before the tenancy.
 - e) Four photos of the lower-level recreation room and office before the tenancy, and two photos of the same room with the carpet removed.
 - f) Four photos of holes in the wooden panelling of the lower level.
 - g) Two photos of holes in the family room doors.
 - h) Two photos of window screens removed.
 - i) Three photos of a taped window screen on a window.
 - j) One photo of a microwave installed above a stove before the tenancy, and one photo of the microwave replaced with a new range hood fan.
22. The Landlord testified further that she also gained entry to the unit with an HVAC technician on June 11, 2025, to investigate the Tenant's complaint about a malfunctioning air conditioner. She asserted that the reported malfunction was caused by disconnected

control wires stemming from an unauthorized thermostat replacement by the Tenant. The Landlord submitted the HVAC technician's report regarding the repair.

23. The Landlord stated further that the Tenant advised her that the carpet downstairs was removed as a result of a flood. She remarked that she hired a company to inspect the unit for any flood damage and the presence of mold. The Landlord asserted that on June 13, 2025, Flood Services Canada inspected the unit and concluded that there was no evidence supporting significant or minor flooding in the basement. The Landlord submitted a copy of Flood Services Canada's 32-page report, that included numerous photos of the alterations in the lower level of the unit.
24. The Landlord asserted that the estimated cost to repair the alterations, and to return the rental unit to its original state, is \$32,250.20, as quoted by her contractors. The Landlord acknowledged that the quotes the contractors provided her are based on photos she provided them, taken by her during inspections of the unit on April 29, 2025, and on May 1, 2025. She confirmed that these quotes were not updated before the Tenant vacated the unit on December 23, 2025, but remain valid based on the condition of the unit on December 23, 2025. The Landlord submitted the following quotes, with HST included:
 - a) September 17, 2025, from Jilani Finish Carpenters, \$8,633.20 for the wood panel kitchen hood, replacement of two family room doors, replacement of wooden panel walls in the basement entertainment room and study, replacement of the electrical panel box, and building a 6' x 3' wooden cabinet for the family room.
 - b) September 17, 2025, from ZES Group Inc., \$2,034.00 to uninstall the EV charger and CCTV cameras, fill and repair damaged bricks and holes in the exterior walls, fix six spotlights in the basement, repair electrical panel, comply with ESA safety requirements, and arrange an ESA inspection. The Landlord stated that the Tenant's removal of the EV charger and CCTV cameras before he vacated the unit does not alter the electrical repair quote.
 - c) September 18, 2025, from Home Depot, \$463.10, for six window screens, plus \$226.00 for their installation.
 - d) September 23, 2025, from Home Depot, \$224.87, for a range hood, plus \$395.00 for its installation.
 - e) September 2025, from Arnia Homes, \$9,605.00, to restore the basement washroom to its original fixture configuration.
 - f) June 11, 2025, from Matrix Locksmith, \$954.85, for a new lock for the unit that was required given that the Tenant changed the unit locks and did not provide the Landlord with a key.
25. The Landlord testified that she was not seeking compensation for damage to the basement recreation room pot lights. The Landlord confirmed that the Tenant removed the EV charger, CCTV cameras, and building materials on the walkway, before vacating the unit. The Landlord acknowledged that she has not yet completed repairs to the unit, noting that she was waiting for the resolution of her LTB application before commencing repairs.

Tenant's Evidence

26. Andrew Hibbs, a restoration specialist from Flood Services Canada, testified that the Landlord hired his firm to determine if there was a flood in the basement of the unit, and on June 13, 2025, he completed an inspection of the unit's basement. Mr. Hibbs stated that the Landlord and the Tenant advised him what rooms were affected by potential flooding. He asserted that based on his observations in the basement, he assessed that there was no evidence in the unit to support that there had been significant or minor flooding in the basement. He confirmed that this assessment was included in his written inspection report, dated June 13, 2025, and that his inspection report was not altered or tampered with.
27. The Tenant asserted that Mr. Hibbs' written notes of the inspection, regarding whether the basement had flooded, have differing conclusions from those listed in the final inspection report.
28. The Tenant testified as follows regarding the alleged damage in the unit that the Landlord observed on April 29, 2025:
 - a) He hired an electrician to install an EV charger in the unit on February 1, 2023, without the approval of the Landlord; however, the Landlord was aware that it had been installed on March 27, 2023, and never voiced any concerns about the installation. He removed the EV charger on December 19, 2025.
 - b) The EV charger connection required four holes in the brick to access the electrical panel, and the brick holes were repaired when the wire was removed in December 2025. The Landlord seen the wire installation on March 22, 2023, and never voiced any concerns about the installation.
 - c) He removed 800 square feet of carpet in the basement on February 11, 2025, because of a flood in the basement. He advised the Landlord on February 10, 2025 about the wet carpet and the Landlord directed him to remove the carpet. In early May 2025 the Landlord observed the lack of carpet but did not voice any concerns.
 - d) He hired an electrician to install CCTV cameras in February and March 2023, without the approval of the Landlord; however, the Landlord was aware of the installation in March 2023, and never voiced any concerns about the installation. The CCTV cameras were wireless. He removed the CCTV cameras on December 19, 2025.
 - e) He installed three 4' x 8' drywall partitions in the basement in January 2025, without the approval of the Landlord, to minimize smells in the basement created by an HVAC problem. He removed the partitions on April 17 or 18, 2025, as directed by the municipal by-law office.
 - f) He hired a contractor to add a shower to the basement washroom and pivot the toilet 90 degrees in January or February 2025. He did not receive approval from the Landlord for these changes, but discussed these possible changes with her. He did not return the washroom to its original structural state before he vacated the unit.

- g) He did not install a locking mechanism on the family room doors.
- h) He did not remove the locking mechanism on the side entrance door.
- i) He placed gym equipment directly on the concrete basement floor with rubber feet to avoid any damage to the basement floor.
- j) He hired an electrician to install a new oven hood fan in March 2023, replacing the microwave that was no longer working correctly. The Landlord approved the installation. He threw out the microwave, but the new hood fan remained when he vacated the unit.
- k) He removed the window screens from the windows early in the tenancy because they were broken, and advised the Landlord accordingly. He taped one of the window screens with plastic and installed it on a window to avoid bugs getting into the unit. Before vacating the unit, he washed the screens and reinstalled them, but they were damaged from the first day of his tenancy.
- l) The six pot lights in the basement were damaged from water during the basement flooding incident in February 2025. He advised the Landlord in February 2025 about the damage.
- m) He never removed the custom wood-panelled cabinet in the family room area, nor did he damage the wood panelling in the basement recreation room or office.

29. The Tenant asserted that the Landlord's photos of the unit from her real estate agent, before the tenancy commenced, are not reflective of the condition of the property at the time the tenancy started on December 8, 2022. The Tenant asserted further that the photos of the alleged damage to the unit, taken by the Landlord on April 29, 2025, and May 1, 2025, are not indicative of the condition of the property on the day he vacated the unit on December 23, 2025. The Tenant testified that most alterations to the unit were remedied before he vacated the unit, and that there was no damage to the unit on the day that he vacated the unit.
30. The Tenant stated that the Landlord's quotes for repair work were determined based on photos that the Landlord took in April and May 2025, and not by actual contractor visits to the unit. The Tenant contended therefore that the quotes were not accurate and valid.

Analysis

31. During the hearing, as listed in paragraph 24 f), the Landlord requested compensation of \$954.85 for locksmith costs that she incurred to gain access to the unit on June 11, 2025. Compensation for these costs are not included in the Landlord's L2 application, specifically in paragraphs 8 or 9 of Schedule A to the L2 application, and therefore will not be considered.
32. As provided in paragraphs 8 and 9 of Schedule A to her L2 application, the Landlord is seeking compensation of \$32,250.20 to repair alleged damage to the unit. During the hearing, the Landlord stated that she is not seeking compensation for damage to six basement pot lights or for building materials left on the unit walkway; therefore, the alleged

unit damage for which the Landlord is seeking compensation is provided in paragraph 13 above.

33. The Landlord submitted five quotes from contractors, provided in paragraph 24 a) through 24 e), with estimates of the costs to repair damage to the unit. The total of these estimates is \$21,581.17, not \$32,250.20 as listed in the L2 application. No contractor quote, or estimated cost, was provided by the Landlord seeking compensation for the basement carpet removal, side entrance lock removal, or basement floor damage from gym equipment. Accordingly, compensation for these items will not be considered.

Carpentry repairs

34. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the kitchen range hood, two family room doors, wooden panelled walls in the basement, an electrical panel box, and a custom 6' x 3' wood cabinet in the family room that was missing entirely. This unit damage is listed in paragraph 13 b), d), e), h), k) and m). I am satisfied that this damage was caused by the Tenant making alterations to the unit that were not approved by the Landlord, and in violation of his tenancy agreement. I do not accept that any Landlord awareness of these unauthorized alterations, after the alterations were completed without approval, constitute retroactive approval or consent for the alterations. Furthermore, I am satisfied that the Tenant did not repair this damage or replace the missing cabinet before he vacated the unit.
35. In this matter, I find the Landlord's evidence, with photos of the unit before the tenancy, the testimony of a real estate agent attesting to the condition of the unit before the tenancy, and numerous photos of the damage to the unit, to be more compelling than the Tenant's testimony with no supporting documentary evidence. I am satisfied that the pre-tenancy photos of the unit provided by the Landlord accurately reflect the condition of the wooden products in the unit before the Tenant moved in, and the photos of the unit from April 29, 2025, and May 1, 2025, accurately reflect the damage to the wooden products of the unit, as well as the missing family room cabinet. The Landlord established that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to these wood products in the unit.
36. As provided in paragraph 24 a), the Landlord submitted a quote of \$8,633.20 to repair these damaged wood products and to replace the 6' X 3' wooden cabinet. I accept that this quote was produced by the contractor by viewing the Landlord's photos of the unit and not through a site visit. I find that this method of estimating the repair costs is acceptable, the quote is valid, and the estimated costs are appropriate and reasonable. I therefore find that the Landlord will incur out-of-pocket costs of \$8,633.20 to repair the damaged wood products and to replace the wooden cabinet that is missing from the family room.
37. However, I am satisfied that the two interior family room doors are more than 20 years old, and the useful life for these doors, as provided in *Ontario Regulation 516/06* Part VIII Schedule, is 20 years. I find that these doors were fully functional before being damaged, and functional but cosmetically marred after sustaining damage. Compensation provided

by the Tenant to replace the damaged doors should not result in a betterment to the doors, that benefits the Landlord. Under these circumstances, I find that payment by the Tenant of 50% of the costs of \$1,276.90 (HST included) that the Landlord will incur to replace the damaged interior doors is both reasonable and appropriate. I find that the repair and/or replacement of the remaining damaged or missing wood products in the unit does not result in a betterment for the Landlord, but rather a return to the unit of its pre-tenancy condition.

38. Accordingly, Tenant shall pay the Landlord \$7,994.75 to repair the damaged wood products and to replace the wooden cabinet that is missing from the family room.

Electrical repairs

39. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the unit's exterior brick face and the interior electrical panel as a result of the installation of an EV charger and CCTV cameras. This unit damage is listed in paragraph 13 a), b) and d). I am satisfied that this damage was caused by the Tenant making alterations to the unit that were not approved by the Landlord, and in violation of his tenancy agreement. I do not accept that any Landlord awareness of these unauthorized alterations, after the alterations were completed without approval, constitutes retroactive approval or consent for the alterations.
40. In this matter, I find the Landlord's evidence with numerous photos of the unit damage as a result of the EV charger and CCTV camera installation, to be more compelling than the Tenant's testimony with no supporting documentary evidence. The Landlord established that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the interior electrical panel and the exterior brick face. However, I am satisfied that the Tenant removed the EV charger, removed the CCTV cameras, and repaired the holes in the unit's exterior brick face before he vacated the unit in December 2025.
41. As provided in paragraph 24 b), the Landlord submitted a quote of \$2,034.00 to repair the electrical panel, arrange an Electrical Safety Authority (ESA) inspection, fix six basement pot lights, repair the damaged bricks, and uninstall the EV charger and CCTV cameras. I accept that this quote was produced by the contractor by viewing the Landlord's photos of the unit and not through a site visit. I find that this method of estimating the repair costs is acceptable, and the quote is valid. However, the Landlord is not seeking compensation for damage to the basement pot lights, and the Tenant removed the EV charger and CCTV cameras and fixed the holes in the brick face. Under these circumstances, I find that the Landlord will incur 40% of the estimated costs of \$2,034.00 listed in the quote to repair the electrical damage and complete an ESA inspection.
42. Accordingly, Tenant shall pay the Landlord \$813.60 to repair the damaged electrical components and to complete an ESA inspection.

Window screen repairs

43. On the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the unit's window screens, as listed in paragraph 13 l). The Landlord has the burden to prove that the window screens were damaged during the tenancy, and not reinstalled by the Tenant before he vacated the unit on December 23, 2025. The Landlord did not provide sufficient evidence to establish that the Tenant damaged the window screens, and that the Tenant did not reinstall the screens before he vacated the unit. Accordingly, the Landlord's request for compensation of \$689.10 as provided in paragraph 24 c), for the cost of purchasing and installing six new window screens, is denied.

Range hood repairs

44. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the kitchen microwave that also operated as the kitchen range hood, as listed in paragraph 13 k). I am satisfied that this damage, to include the removal and disposal of the microwave and the installation of a dedicated range hood fan, was caused by the Tenant. I am also satisfied that this alteration to the unit was not approved by the Landlord, and therefore in violation of the tenancy agreement. Furthermore, I am satisfied that the Tenant did not repair this damage by restoring the kitchen's microwave/range hood configuration to its pre-tenancy condition.
45. In this matter, I find the Landlord's evidence, with a photo of the kitchen with its microwave/range hood before the tenancy, the testimony of a real estate agent attesting to the condition of the kitchen before the tenancy, a photo of the Tenant installed single use range hood, and the Landlord's own testimony, to be more compelling than the Tenant's testimony alone that the Landlord had approved the range hood alteration and was content with the outcome. The Landlord has established that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the microwave/range hood.
46. As provided in paragraph 24 d), the Landlord submitted a quote of \$224.87 to purchase a new range hood, plus \$395.00 for the installation of this range hood. I accept that the quote for a new range hood is from Home Depot. I am satisfied that the microwave/range hood that was discarded by the Tenant was more than 10 years old and the useful life for a microwave, as provided in *Ontario Regulation 516/06* Part VIII Schedule, is 10 years. I find that the microwave/range hood was functional before being removed, and only functional as a range hood after the Tenant's installation of a single use range hood.
47. Compensation provided by the Tenant to permit the Landlord to purchase a new single use range hood should not result in a betterment to the range hood, that benefits the Landlord. However, I also accept that the range hood installed by the Tenant is not consistent with the architectural style of the unit's kitchen, and diminishes the kitchen's aesthetics. Under these circumstances, I find that payment by the Tenant of 50% of the costs of \$224.87

(HST included) for the Landlord to purchase a new single use range hood, is both reasonable and appropriate.

48. The Landlord seeks compensation of \$395.00 for the installation of a new range hood. I find this installation cost to be excessive given the \$180.00 compensation already granted to the Landlord for kitchen hood cabinetry work, as ordered in paragraph 38 above. I find that payment by the Tenant of \$200.00 for the installation costs that the Landlord will incur for a new range hood is reasonable and appropriate.
49. Accordingly, Tenant shall pay the Landlord a total of \$312.44 to replace the existing Tenant installed range hood fan.

Basement bathroom repairs

50. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the basement bathroom as listed in paragraph 13 f) and g). I am satisfied that this damage was caused by the Tenant making alterations to the basement bathroom that were not approved by the Landlord, and in violation of his tenancy agreement. I do not accept that any Tenant discussion of these possible alterations with the Landlord, before the alterations were completed, constituted Landlord approval to proceed with the alterations. The Tenant testified that he did not receive approval from the Landlord for his bathroom alterations. Furthermore, I am satisfied that the Tenant did not repair the damage to the basement bathroom, before he vacated the unit, by removing the alterations and returning the bathroom to its pre-tenancy layout and configuration.
51. In this matter, I find that the Landlord's evidence accurately reflects the condition of the bathroom before and after the Tenant's alterations. This evidence includes photos of the basement bathroom before the tenancy, the testimony of a real estate agent attesting to the condition of the unit before the tenancy, and numerous photos of the altered configuration of the bathroom. I find this evidence to be compelling. The Tenant testified that he completed the bathroom alterations without approval from the Landlord, and did not restore the bathroom to its pre-tenancy configuration before he vacated the unit. The Landlord has established that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the unit's basement bathroom.
52. As provided in paragraph 24 e), the Landlord submitted a quote of \$9,605.00 (HST included) to repair the damage to the basement bathroom and to return the bathroom to its pre-tenancy configuration. I accept that this quote was produced by the contractor by viewing the Landlord's photos of the unit and not through a site visit. I find that this method of estimating the repair costs is acceptable, the quote is valid, and the estimated costs are appropriate and reasonable. I therefore find that the Landlord will incur out-of-pocket costs of \$9,605.00 to repair the damage to the basement bathroom. I find that these repairs will not result in a betterment for the Landlord, but merely a restoration of the bathroom to its pre-tenancy condition.

53. Accordingly, Tenant shall pay the Landlord \$9,605.00 to repair and restore the basement bathroom to its pre-tenancy configuration.

Summary of Compensation for Damage to the Unit

54. As provided in paragraphs 38, 42, 49 and 53, the Tenant shall pay the Landlord a total of \$18,725.79 as compensation for out-of-pocket expenses that the Landlord will incur as a result of damage to the unit.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,002.92, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
2. The Tenant shall pay to the Landlord \$18,725.79, which represents the reasonable costs of repairing the damage or 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 \$19,914.71.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 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.