



Order under Section 89 Residential Tenancies Act, 2006

Citation: RIAZ v LAWRENCE, 2026 ONLTB 26722

Date: 2026-04-02

File Number: LTB-L-062307-24

In the matter of: UPPER AND BASEMENT UNIT, 45
BREMNER STREET
WHITBY ON L1R0P8

Between: FAISAL RIAZ Landlord

And

DENISE CASSANDRA LAWRENCE Former Tenant
RAYMOND ROY LINDSAY

FAISAL RIAZ (the 'Landlord') applied for an order requiring DENISE CASSANDRA LAWRENCE and RAYMOND ROY LINDSAY (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 17, 2025.

Only the Landlord attended the hearing.

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

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay \$1,320.00 plus the cost of the application.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on September 15, 2025 by email and November 18, 2025 by mail.

4. The Former Tenant vacated the rental unit on July 11, 2024.
8. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
9. I find the Landlord proved the Former Tenants caused undue damage to hardwood floor, carpet and 6 walls in the rental unit.

Hardwood floors:

10. The Landlord testified there were scratches and grooves in hardwood floor near the island. There were 6 photographs of scratches and one with a groove/small chip in the hardwood floor about 2 inches in length. The scratches on the floor as depicted on the photographs are scratches that are beyond what would be caused by normal daily activity because the scratches were embedded into the wood and were not surface marks typical of normal wear and tear. I find the Tenants negligently caused undue damage to the floors.
11. The Landlord indicated that flooring required replacement, but I'm not satisfied the hardwood floor could not be repaired with wood filler and same stain. The Landlord did not provide the evidence to support their costs. The invoice provided references costs for second floor only which was previously carpeted. The Landlord did not provide expected evidence to support their costs the incurred or expected to incur to repair the hardwood floor.

Carpet:

12. The Landlord testified there was dog urine on the corners of the carpet in the bedroom and all the carpet had to be replaced because of pet odor and excessive staining which the Landlord describes as 'unliveable'.
13. The Act allows pets, therefore the mere presence of a pet living in the unit doesn't establish the Former Tenants caused wilful or negligent damage to the Landlord's property even when there's some level of odor or discoloration on carpet.
14. In this case, the Landlord has proven and establish a nexus between damage and the pet activity because the carpet shows signs of typical visual indicators that it was damaged by pet feces and/or spills. The photographs show extensive discoloration and staining. There are yellowish, dull or darkened patches on the fibers of the carpet throughout the carpet in two bedrooms. There's also uneven coloration compared to the centre of the carpet, the corners of the carpet and surrounding area. The carpet was also warped and lifting in some areas which also suggest damage to the under pad. I find the Former Tenants, by allowing their dog to defecate and by not mitigating the damage to the carpet by cleaning up after their pet, negligently caused undue damage to the carpet.
15. The Landlord replaced the carpet on the second floor with engineered hardwood floor, and testified they paid \$14,500.00. The Landlord did not provide quotes for reasonable cost to repair by steam cleaning the carpet or replace the carpet with same material, albeit there was some reference on the DET Renovation invoice that it was \$12,000.00 to replace the

carpet which is a difference of \$2,500.00. Typically carpet is one of the cheapest flooring options and engineered hardwood a premium material because it's made with real woods. The lump sums on the invoice didn't include a breakdown for material and work nor did the Landlord provide any other estimates, invoices or costs from other contractors with different flooring options for comparable to mitigate the Former Tenants costs. The Tenant is not responsible to pay for costs to improve the Landlord's property and without any comparable estimates for carpet, I can't estimate what proportion of the cost would be reasonable for the Former Tenants to owe.

Ceiling:

16. The Landlord testified there was a water leak from the bathroom faucet at the base of the tub that damaged the ceiling. The photograph of the ceiling shows the drywall tape (about 3 feet long) unglued and detaching from the wall with no signs of water stains on the ceiling typical of damage caused from water leak.
17. I'm not satisfied the Former Tenants caused undue damage to the ceiling given the drywall tape peeled, which on a balance of probabilities, is a result of poor workmanship by the drywaller. This would explain the reason the Landlord called the developer to fix it since it was under the builder's warrantee.

Walls:

18. The Landlord testified they found holes in the drywall in the hallway, kitchen, near the stairs, family room under the fireplace and bedroom including window frame. There were two photographs that showed holes in the drywall about 2 inches in length by 1 inch in width on separate walls, a photograph of hole under the fireplace and another kitchen/hallway wall and multiple puncture holes in a bedroom wall that contained excessive scribbling under the window. There was also another photograph of excessive dents and markings in a second bedroom. I am satisfied based on the Landlord's testimony and photographs, that the Former Tenants either wilful and/or negligent caused undamaged to at least to six walls in the rental unit.
19. The Landlord did not prove that \$7,300.00 was reasonable costs to repair the holes. The invoice the Landlord paid to repaint was for all the walls, baseboards and window trims in the house which is not efficient evidence to support the proportion of reasonable costs to repair the undue damage that was proven. The only distinction on the Landlord's original claim is \$220.00 the Landlord paid to paint the basement wall. I find \$220.00 is reasonable costs to repair a wall in the basement, factoring material for puddy, paint and labour. Since the Landlord has proven six walls were damaged, I find the Tenants owe \$1,320.00 (\$220.00 x 6 walls) for reasonable costs the Landlord incurred to repair the walls.
20. The Landlord is entitled to the cost of the application.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$1,320.00, which represents the reasonable costs the Landlord incurred as a result of the damage.

2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Former Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Sandra Macchione
Vice Chair, Landlord and Tenant Board

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