



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

File Number: LTB-L-065949-23

In the matter of: 1205, 30 DENTON AVE
TORONTO ON M1L4P2

Between: Cambridge Place Apartments Ltd c/o Landlord
Realstar Management Partnership

And

Terry Lowenberg Former Tenant

Cambridge Place Apartments Ltd c/o Realstar Management Partnership (the 'Landlord') applied for an order requiring Terry Lowenberg (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 July 16, 2024, and March 30, 2026.

The Landlord's Legal Representative Faith McGregor, the Landlord's Agent Jyotika Narag, the Landlord's Witness Steven Kerr, and the Tenant's Legal Representative Stephanie Ghazarian, from the Office of the Public Guardian & Trustee, attended the hearing on July 16, 2024.

On September 20, 2024, the Office of the Public Guardian & Trustee advised the Board that the Tenant had passed away and, as such, they no longer had standing to represent her.

Only the Landlord's Legal Representative Martin Zarnett attended the hearing on March 30, 2026. The Former Tenant was not present or represented at the hearing. No new evidence was presented at the March 30, 2026, hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must pay the Landlord \$21,831.30.
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. The Former Tenant vacated the rental unit on June 29, 2023. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
4. At the July 16, 2024, hearing, the Landlord's Witness, Steven Kerr ('SK'), testified that he was the contractor who repaired the rental unit after the Tenant vacated. SK provided photographs showing smoke damage, grime, and burn marks throughout the unit, including the walls, floors, kitchen countertop, kitchen cupboards, bathtub, and other surfaces. SK explained that the smoke stains and grime were so severe that they permeated each surface, requiring sections of the walls and floors to be replaced.
5. Based on the uncontested evidence of the Landlord, I find that 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.
6. SK also provided an estimate for the repairs, which had been paid in full. The Tenant's Representative submitted that the estimate included improvements to the rental unit, such as a larger kitchen countertop, for which the Former Tenant should not be held responsible. The Landlord's Representative explained that the amount the Landlord was seeking on the application, \$21,645.30, was already reduced from the total amount the Landlord paid, \$27,720.00, to account for the betterments. I am satisfied, on a balance of probabilities, that the Landlord incurred reasonable costs of \$21,645.30 to repair the damage and replace property that was damaged and cannot reasonably be repaired, and that this amount does not include betterments to the rental unit.
7. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$21,645.30, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$21,831.30.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.

March 31, 2026
Date Issued

Kate Sinipostolova
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.