



Order under Section 89 Residential Tenancies Act, 2006

Citation: Ginther v Desmarais, 2026 ONLTB 27195

Date: 2026-04-01

File Number: LTB-L-099835-23

LTB-T-058339-24

In the matter of: North, 5714 FIRELANE 27
SHERKSTON ON L0S1R0

Between: George Ginther Landlord

And

Justin Desmarais Tenants
Grace Macdonald

George Ginther (the 'Landlord') applied for an order requiring Justin Desmarais and Grace Macdonald (the '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 Tenants applied for an order determining that the Landlord had entered the unit illegally, substantially interfered with their reasonable enjoyment, withheld or interfered with a vital service, and failed to meet his maintenance obligations.

The Landlord's application was resolved by an order issued on November 5, 2025. That order was overturned on review, and a new hearing ordered.

The hearing of the Tenants' application, and the new hearing of the Landlord's application, were held together by videoconference on March 25, 2026.

The Landlord, the Tenants, and the Tenants' representative Charl Krouchan attended the hearing.

Reasons:

Landlord's application

1. The Tenants vacated the unit in July, 2023. On December 20, 2023, the Landlord applied for an order finding that the Tenants had wilfully or negligently damaged the premises during the tenancy, and seeking \$1,000.00 for repair and replacement costs.

2. The application did not set out the details of the claim. The Landlord subsequently filed disclosure which set out several allegations. The Tenants did not raise any objection, and I find that the allegations were adequately disclosed even though they were not in the application itself.
3. At the hearing, the Landlord testified regarding the various allegations. I will consider them each in turn.

Key return

4. The Landlord testified that after moving out, the Tenants mailed the unit's keys to him. However, they did not tell him that the keys were in the mail. The Landlord was renting the unit to a new tenant, and decided to change the locks as he was concerned that the previous locks would not be secure. He asks that the Tenants reimburse him for the lock change.
5. A failure to return keys is not damage to the rental premises. On that basis, the Landlord's claim must be dismissed.
6. In the alternative, if the Landlord had applied for compensation for substantial interference with his reasonable enjoyment, I would still have dismissed the claim. I do not see how returning the keys would have ensured that the unit was secure. Keys can be copied, and it is normal for tenants to make copies over the course of a tenancy to meet their needs. There is never any way for a landlord to know if all the keys have been returned at the end of a tenancy.
7. In other words, while it was reasonable for the Landlord to change the locks to ensure that his new tenants would be secure, he would have needed to do so even if the Tenants had returned their keys. I am not satisfied that the Tenants' conduct caused the Landlord to incur any extra expense.

TV anchor holes

8. It is undisputed that the Tenants mounted TVs to the walls in two of the rooms during the tenancy. When they moved, they removed the mounts which left large holes in the walls where the mounts had been screwed in. The Tenants plastered the holes, but did not paint them. The Landlord also says that the plastering was inadequate and further plastering was needed.
9. The Landlord paid a painting company \$350.00 to complete the plastering and paint the holes.
10. The Landlord adduced photos of the holes, and I agree that the plastering needed to be completed. However, putting a final coat of plaster over a few holes and sanding them is a trivial task.
11. Similarly, painting over a few patches is trivial, and does not require a professional painter.

12. It was the Tenants' uncontradicted testimony that they left behind cans of paint for the Landlord in the colours they had used to paint the walls, so the Landlord did not incur any expense in colour-matching or purchasing paint.
13. Section 89 of the *Residential Tenancies Act, 2006* (RTA) provides for reimbursement of "reasonable" repair costs for wilful or negligent undue damage. I am satisfied that the holes constituted wilful undue damage which the Tenants did not fully repair. However, I am not satisfied that \$350.00 was a reasonable repair cost. The Landlord could have done the work himself in a few minutes. I will award \$20.00 as reasonable compensation for the work he could have done.

Cabinet in washroom

14. The Landlord testified that there was a cabinet left in the washroom which he had to remove, then patch and paint the wall behind the cabinet. I take him to have meant that the Tenants installed the cabinet themselves.
15. The Landlord adduced a photo of the cabinet, but no photo of the wall after the cabinet had been removed. He has not established that anything more than a trivial repair was needed. He also did not adduce any evidence of having incurred any cost to do the repair. I am not satisfied that there was undue damage within the meaning of the RTA.

Porch panels

16. The Landlord testified that the porch had panel screens which were damaged beyond repair. He adduced an invoice of \$290.00 for replacement panels.
17. The Landlord did not adduce any photos of the damaged panels, and did not explain the nature of the damage in his testimony. I have no way of knowing what the damage was, and no reason to think that the Tenants caused it. The Landlord has not proved that the damage was wilfully or negligently caused by the Tenants.

Toilet seat

18. The Landlord testified that after the Tenants moved out, the toilet seat was dirty and could not be cleaned. He argues that if the Tenants had cleaned it more often, it would not have become permanently stained.
19. On cross-examination, the Landlord conceded that the toilet seat was at least 10 years old.
20. The Landlord adduced photos which show that the toilet seat had some discolouration, but nothing that appears to me to be undue. He did not adduce any evidence that regular cleaning can prevent a toilet seat from becoming discoloured over 10 years.
21. The Landlord has not proved that the condition of the toilet seat was anything more than normal wear and tear.

Venetian blind

22. The Landlord testified that, after the Tenants moved out, a Venetian blind in the unit did not open and close properly.
23. The Landlord has not identified anything the Tenants might have done or failed to do which damaged the blind. He has not proved that the disrepair was caused by wilful or negligent damage by the Tenants. Maintenance was the Landlord's responsibility, and the mere fact that the blind needed maintenance is not evidence that the Tenants damaged it.

Sand under toilet

24. In December, 2024, a year and a half after the Tenants moved out, the Landlord discovered sand lodged between the toilet and the flooring. He concluded that the Tenants must have negligently allowed their young son to put sand under the toilet. He asked to amend his application to include a claim for repair costs.
25. I denied the request. Section 89(1.1) provides that this application could be brought no later than one year after the Tenants ceased to be in possession of the unit. I would have no jurisdiction to allow a new claim brought after the deadline had passed.

Tenants' application

26. The Tenants filed their application on July 20, 2024. Pursuant to section 29(2) of the RTA, I can only consider conduct that occurred after July 20, 2023.
27. The Tenants vacated the unit on July 15, 2023, but the parties agree that the tenancy did not end until July 31, 2023. Consequently, the Tenants' application covers the period from July 20-31, 2023.
28. During that 11-day period, the only evidence before me is that on July 31, the Landlord attended the workplace of one of the Tenants, to serve him with a statement of claim initiating a proceeding in Small Claims Court. He also asked the Tenant to return the keys.
29. There is no evidence that the Landlord did anything on July 31 that substantially interfered with the Tenants' reasonable enjoyment of the rental unit. There is nothing improper about effecting service of a statement of claim at a person's workplace.
30. The Tenants' application will therefore be dismissed.

Result

31. The Landlord will be awarded \$20.00 for the reasonable cost to complete repairs of holes in the walls.
32. Normally, since the Landlord was partially successful, he would also be awarded his filing fee of \$186.00. That is because the Tenants' contravention of the RTA caused the Landlord to incur the fee.

33. However, costs are a discretionary remedy. In this case, the award to the Landlord was minimal. Although the Tenants' failure to fully plaster and paint the holes was a contravention of the RTA, it was so minimal that I am not persuaded that an application to the Landlord and Tenant Board (LTB) was warranted. I will exercise my discretion not to award the filing fee.

It is ordered that:

1. The Tenants shall pay the Landlord \$20.00, which represents the reasonable cost to repair damage to the rental unit.
2. If the Tenants do not pay the full amount owing on or before April 12, 2026, they will owe simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Dale Whitmore
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.