



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Bhangari v Dillon, 2026 ONLTB 27165

Date: 2026-04-08

File Number: LTB-L-081220-25

In the matter of: 2348 CLEARSIDE CRT
PICKERING ON L1X2V1

Between: Cindy Bhangari Landlord

And

Kathleen Dillon Tenants
Daniel Plamondon

Cindy Bhangari (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Dillon and Daniel Plamondon (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

Cindy Bhangari (the 'Landlord') also applied for an order requiring Kathleen Dillon and Daniel Plamondon (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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on February 2, 2026.

The Landlord and the Tenant Daniel Plamondon attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, the tenancy between the Landlord and the Tenants shall continue if the Tenants meet the conditions set out in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On September 29, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on October 4, 2025 with a termination date of October 31, 2025. The notice of termination alleges that as a result of an inspection of the rental unit on July 25, 2025 the Tenants or someone visiting or living in the rental unit has wilfully or negligently damaged the rental unit or the residential complex by painting walls throughout the rental unit and installing two walls in the basement of the rental unit.

4. Subsection 62(1) of the Act provides:

62 (1) a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.

5. To succeed on this claim, the Landlord must establish the following:

- a) Physical damage to the rental unit or the residential complex;
- b) Physical damage that is “undue”, meaning not normal wear and tear;
- c) Physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

Painting of Rental Unit

- 6. The Landlord seeks to recoup the cost of painting the rental unit because the Tenants painted walls in two bedrooms and the living room without the Landlord’s approval.
- 7. The Landlord testified that on July 25, 2025 while at the unit to address unrelated Tenant concerns it was observed that the walls in the living room had been painted sage and two bedrooms had been painted one dark blue/green and the other grey.
- 8. The Tenants have resided in the rental unit since January 1, 2020 and continue to reside in the unit.
- 9. The Tenants testified that the living room was purple when they moved in and had numerous holes and speaker wire and that they repaired the walls and painted the room.
- 10. The Tenants further testified that they only repainted one of the bedrooms grey after repairing the walls and that the other bedroom was dark blue/green when they moved into the rental unit.
- 11. I am not of the view that the Tenants painting the walls, without the Landlords consent, to be undue damage to the walls. Tenants are entitled to paint their unit and are generally expected to return the unit to a neutral colour when moving out, but not before. The Landlord seeking compensation for repainting is premature as the Tenants still reside in the rental unit.

12. Additionally, although the Landlord states that the walls were not professionally painted, the Landlord did not provide evidence that the workmanship of the painting was poor.
13. As such the Landlord's claim relating to undue damages associated with painting of the rental unit is dismissed.

Construction in the Basement

14. The Landlord testified that on July 25, 2025 while at the unit to address unrelated Tenant concerns it was observed that the Tenants had installed two walls dividing up the finished basement of the rental unit.
15. The Landlord further stated that the construction of the walls caused damages to the connecting walls, ceiling and the carpeting as the wall was installed directly overtop of the existing carpeting.
16. The Landlord had a contractor assess the construction and provided a quotation for the removal of the walls and repair to the walls and ceiling and to replace the carpeting.
17. The Tenants do not dispute that they installed walls in the basement to create privacy, but dispute that any damage has been caused. They seek an opportunity to return the basement to as was condition.
18. Based on the evidence and submissions before me, and on a balance of probabilities, I am satisfied that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex specifically that the Tenants had installed walls in the basement of the rental unit.
19. The Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.

Compensation for damages

22. Included in the Landlord's application is a claim for compensation in the amount of \$8,814.00 for damages associated with painting rooms in the rental unit and damages associated with the installation of two walls in the basement. In order for an application for compensation for damages made pursuant to section 89(1) of the *Act* to succeed, a landlord must establish the following:

(a) there was property damage to the rental unit or residential complex;

(b) the damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and

(c) the damage was a result of wilful or negligent conduct by the Tenants, occupant or guest.

23. In this context, the word “property” refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
24. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement if it is not reasonable for the damage to be repaired.
25. The Landlord testified that the Tenants damaged the rental unit by painting walls in the living room and bedrooms and constructing walls in the basement causing damage to the connecting walls, ceiling and the carpeting as the wall was installed directly overtop of the existing carpeting.
26. The Landlord relies upon an estimate from First Choice Interior Inc. which indicates that the cost associated with the repair of the rental unit would be as follows:

#	Description	Line Total
1	Removal of (2) walls approx. 15' in the basement. Structure currently 2"x4" wood stuff framed and drywall secured to walls and flooring and disposal	\$2,000.00
2	Flooring Repairs – Removal of carpet and installation of same grade flooring. Includes removal/disposal and installation	\$2,800.00
3	Wall and Ceiling Repairs – includes plaster/sand and paint in the basement	\$1,000.00
4	Painting and wall repairs to (2 bedrooms/living room) includes plaster / sand and 2 coats of paint	\$2,000.00
	TOTAL	\$7,800.00
	HST	\$1,014.00
	GRAND TOTAL	\$8,814.00

27. The Tenants seek an opportunity to return the basement to as was condition at their expense with their own contractor. The Tenants had an opportunity to do this when they received the Landlord's N5 Notice of Termination as in accordance with section 62(3) of the Act the Tenants had an opportunity to repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination, but did not do so. In the

circumstances I do not believe it is appropriate to give the Tenants an additional opportunity to conduct the repairs.

28. As previously indicated I am not of the view that the Tenants painting the walls, without the Landlords consent, to be undue damage to the walls. Tenants are entitled to paint their unit and are generally expected to return the unit to a neutral colour when moving out, but not before. The Landlord seeking compensation for repainting is premature as the Tenants have not vacated the rental unit. No compensation shall be awarded for the painting of the unit by the Tenants.
29. The Tenants testified that the prior tenant had animals and the carpeting in the basement was not in good condition and required steam cleaning when they moved in to attempt to remove a smell of animals from it. They don't believe the Landlord should be entitled to any compensation with respect to the carpeting. The Landlord did not refute the claim regarding the condition of the carpeting or that it required steam cleaning due to smell. The Landlord's claim associated with replacement carpeting shall be reduced by 50% to \$1,400.00.
30. With respect to the above noted damage, based on the evidence before me, I find that the undue property damage was as a result of the Tenants' willful or negligent conduct. I also find that the amount of \$4,972.00 is reasonable in the circumstances as follows:

#	Description	Line Total
1	Removal of (2) walls approx. 15' in the basement. Structure currently 2"x4" wood stuff framed and drywall secured to walls and flooring and disposal	\$2,000.00
2	Flooring Repairs – Removal of carpet and installation of same grade flooring. Includes removal/disposal and installation	\$1,400.00 (50% reduction)
3	Wall and Ceiling Repairs – includes plaster/sand and paint in the basement	\$1,000.00
4	Painting and wall repairs to (2 bedrooms/living room) includes plaster / sand and 2 coats of paint	\$0.00 (no award)
	TOTAL	\$4,400.00
	HST	\$572.00
	GRAND TOTAL	\$4,972.00

Relief from eviction

31. The Landlord seeks termination and reimbursement of their application fee and costs to repair the damages.
32. The Tenants have resided in the rental unit for six years and seek an opportunity to maintain the tenancy.
33. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
34. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenants shall have an opportunity to preserve the tenancy by paying to the Landlord its reasonable costs to repair or replace the damage to the unit as well as the Landlord's costs of this application on or before May 8, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay to the Landlord \$4,972.00, which represents the reasonable costs of repairing the damage and replacing the damaged property associated with construction in the basement.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord on or before May 8, 2026 is \$5,158.00.
5. If the Tenants fail to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

6. If the Tenants do not pay the Landlord the full amount owing on or before May 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Sean Ramage
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.