



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-082103-25

In the matter of: 2070, 2070 Meadowgate Boulevard
London ON N6M1K1

Between: Sashauna Hill Landlord

And

Monika Williams Former Tenants
Mitchell Uyl
Trevon Ball
Sherry Ball
Jovan Mitchell

Sashauna Hill (the 'Landlord') applied for an order requiring Monika Williams, Mitchell Uyl, Trevon Ball, Sherry Ball and Jovan Mitchell (the 'Former 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 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 February 4, 2026.

Only the Landlord's Legal Representative, Ricardo Rowe and the Landlord, Sashauna Hill attended the hearing.

As of 1:45pm, the Former Tenants 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.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing in accordance with subsection 191(1.0.1) of the Residential Tenancies Act, 2006 (the "Act") and Rules 3.3 and 5.8 of the LTB's Rules of Procedure. These documents were served by email, which the Former Tenants consented to as per their lease agreement. A copy of the lease agreement was submitted to the Board as evidence. A

copy of the email and confirmation that the Former Tenants received and read the email was submitted to the Board as evidence.

3. At the hearing, the Landlord stated that they are claiming damages in the amount of \$45,00.00 against the Former Tenant. The Former Tenants vacated the rental unit on October 10, 2024. The Landlord discovered the damages after the Former Tenants vacated the rental unit.
4. The Landlord's Legal Representative submitted that prior to the Former Tenants moving into the rental unit, it was in good condition. The rental unit is a four-bedroom town-house, and these were the first tenants to live in this rental unit. After the Former Tenants vacated the rental unit, the Landlord entered the rental unit and discovered the significant damage throughout the rental unit. The Former Tenants had a Pitbull and a cat in the rental unit. The dog caused significant damage to the rental unit, which included chewing the doors and baseboards throughout the rental unit. In addition, there was dog feces left throughout the rental unit on the hardwood floor. The dog would also urinate throughout the rental unit, and it appeared that the Landlord did not clean it up as it soaked a significant amount of insulation and hardwood floor. The Landlord submitted various photographs of dog feces and the damage the dog urine caused throughout the rental unit as evidence to the Board. There was also dog feces on the ventilation covers and in the ventilation system which the Landlord had to remove. The Landlord testified that there was a terrible smell from the rental unit as well, which they had to take extra measures to ensure the smell was fully removed, which resulted in cleaning costs that were more than what the Landlord would reasonably spend to clean a rental unit after a tenant would vacate.
5. The Landlord provided various copies of detailed estimates that total to the amount of \$45,000, which represents the amount that the Landlord incurred to repair the damages caused by the Former Tenants. The Landlord completed the repairs to the rental unit by March 2025.

Legal Analysis

6. Section 89(1) of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

7. Based on the uncontested evidence before me, on the balance of probabilities, I find the Landlord proved that there is undue wilful or negligent damage to the rental unit. The application is granted based on the Landlords' claims for wilful or negligent damage; the Former Tenant will be ordered to pay the reasonable cost for the damages to the rental unit. I accepted the Landlord's uncontested evidence that the Landlord acted quickly and

obtained an estimate of the damages as soon as possible after discovering the damages to the rental unit and the items.

8. The Landlord testified and entered into evidence photographs showing the damage that was caused to the rental unit. The Landlord also submitted into evidence the invoices demonstrating the cost to repair the damage done to the rental unit. Having reviewed the costs of the repairs, the photographs of the damage done in the rental unit, I find the estimate in the amount of \$32,986.26 to be a reasonable amount. I find that the damages to the rental unit were significant, and therefore the rental unit required a substantial amount of repairs. I heard and considers the Landlord's evidence that they are seeking the full amount of \$45,000.00 however I do not find that the invoices from Home Depot, other than the ones total to \$32,986.26 clearly demonstrate that the items purchased were for the repair of the rental unit as a result of the damage that the Former Tenants cause. In addition, the oral testimony was vague in this regard, and therefore I am not satisfied on a balance of probabilities that the Landlord proved these costs against the Former Tenants and therefore will not be awarded. The Former Tenants were not present at the hearing to challenge the allegations made against them, nor to challenge the amounts that the Landlord is claiming against them. On the basis of uncontested evidence before the Board, I have no reason to doubt the truthfulness of the Landlord's testimony. I find, on a balance of probabilities, that the Landlord has and will incur \$ to repair the damage to the rental unit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$32,986.26, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$33,172.26*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 30, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

 Nathalia Debski
 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$32,986.26.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$33,172.26