



Order under Section 89 Residential Tenancies Act, 2006

Citation: EL TELBANY v Scott, 2026 ONLTB 28668

Date: 2026-04-09

File Number: LTB-L-059388-24

In the matter of: 3 Muir Drive, Barrie, ON L4N 0H9

Between: Mohaned Ibrahim El Telbany Landlord

And

Athina Scott Former Tenants
Marilyn Montalban
Thelma Ibrahim Montalban
Jose Daniel Montalban

Mohaned Ibrahim El Telbany (the 'Landlord') applied for an order requiring Athina Scott, Marilyn Montalban, Thelma Ibrahim Montalban and Jose Daniel Montalban (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.

This application was heard by videoconference on April 1, 2026. The Landlord and the Former Tenants attended the hearing. The Former Tenants were represented by Nicole Fazzari.

Preliminary:

Address of Rental Unit:

1. On consent of the parties, the application is amended to properly identify the rental unit as the following address: 3 Muir Drive, Barrie, ON L4N 0H9

Landlord's Request to Amend Application:

2. The Landlord's L10 application was filed on July 24, 2024, and claims \$10,000.00 in compensation for undue damages to the rental unit.
3. At the hearing, the Landlord explained that a portion of this amount claimed is in fact for unpaid arrears of rent as the Former Tenants did not provide lawful notice to terminate their tenancy.

4. The Board's records confirm that this matter was originally scheduled for a hearing on June 5, 2025, and was adjourned at the Landlord's request so that the Landlord may amend the application to include additional claims.
5. As of this current hearing date (more than nine months later), the Landlord had still not filed with the LTB or served on the Former Tenants an amended application to include a claim for arrears of rent nor did the Landlord provide any detailed breakdown of the arrears claimed and/or the unpaid months claimed.
6. As such, the Landlord was not permitted to claim arrears for unpaid rent as the application was not properly amended in accordance with Rule 15 of the Board's Rules of Procedure, despite the Landlord previously being afforded an opportunity from the Board to amend the application.
7. The application therefore proceeded to only hear the Landlord's claim for undue damages to the rental unit.

Determinations:

8. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
9. I am satisfied that the Former Tenants were served 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.
10. The Former Tenants vacated the rental unit on July 1, 2024.
11. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
12. The Landlord's application claims the following damages:

- Damages to drywall
- Damage to refrigerator shelf
- Damage to front entrance door

13. The Landlord's application is filed pursuant to section 89(1) of the *Residential Tenancies Act, 2006* (the Act):

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,

- (a) 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; and

- (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Drywall Damage:

14. The Landlord testified that after the Former Tenants vacated the rental unit that a substantial number of holes / damages were observed in the drywall of the rental unit.
15. The Landlord submitted into evidence photographs of the walls throughout the rental unit (LL exhibit #1) and testified that he paid a contractor approximately \$1,500.00 to patch, repair and repaint the walls.
16. The photographs submitted into evidence by the Landlord do not show large holes that suggest wilful damage but rather show small screw / nail holes used to hang pictures and/or mount shelving units and furniture in the unit.
17. Based on the evidence and submissions before the Board, I am not satisfied that the Former Tenants have caused wilful and/or negligent undue damages to the rental unit with respect to this portion of the application. The evidence before me suggests that the state of the drywall is due to normal wear and tear and day-to-day living by an individual residing at the property.
18. As such, this portion of the Landlord's application is dismissed.

Refrigerator Shelf:

19. The Landlord claims that the Former Tenants damaged a shelf in the refrigerator which would cost \$160.00 to be replaced.
20. The Landlord agreed that the refrigerator still functions normally and the further agreed that the new tenants are using the refrigerator as is.
21. The parties agreed that the shelf in question has two hinges that allows it to fold up and down to allow taller items in the refrigerator to be stored. The Landlord submitted into evidence a photograph of the shelf in its upright position (LL exhibit #2) and stated that the shelf can no longer be placed down as one of the hinges have cracked.
22. The Landlord agreed that the refrigerator was present prior to the Former Tenants moving into the rental unit in February 2023 and stated the refrigerator was approximately 6 years old at the time the tenancy commenced.
23. The Former Tenants disputed that they wilfully or negligently damaged the shelf and stated that they did not store heavy items in the refrigerator beyond normal day-to-day use.
24. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Former Tenants have wilfully or negligently damaged the refrigerator shelving. As this is the Landlord's application, the Landlord bears the onus of

proving that the Former Tenants conduct wilfully or negligently caused undue damage to the property.

25. In this case, I find that the refrigerator shelf broke due to normal wear and tear, being that it was seven years old and supported by plastic hinges. There was insufficient evidence before the Board to suggest that the Former Tenants conduct or use of the refrigerator was unreasonable or caused damages to the shelving unit.
26. As such, this portion of the Landlord's application is also dismissed.

Front Entrance Door:

27. The Landlord testified that prior to the Former Tenants moving into the rental unit, that a new front entrance door was installed in January 2023 and that after the Former Tenants vacated, he discovered dents / scratch marks on the exterior portion of the front entrance door.
28. The Landlord submitted into evidence photographs of the front door damages (LL exhibit #3), the photographs show scratches and denting on the exterior portion of the door. The Landlord also submitted into evidence an estimate confirming that it would cost \$3,629.56 to replace the front entrance door (LL exhibit #4).
29. The Former Tenants did not dispute the damages to the front entrance door and stated that this was likely caused by their movers hitting the door when moving furniture out of the rental unit.
30. The Former Tenants also submitted into evidence a photograph taken of the rental unit in June 2025 confirming that the Landlord painted over some of the scratch marks (TT exhibit #1).
31. The Former Tenants take the position that the damages to the front entrance door are reasonable wear and tear.
32. Based on the evidence and submissions before the Board, I am satisfied that the Former Tenants should be held responsible for the damages to the front entrance door.
33. The evidence before the Board is that the front entrance door was two years old at the time the Former Tenants vacated and therefore, I do not find that the dents / scratches on the door were due to normal wear and tear. I also find that although the damages may have been inadvertently done, that it was ultimately caused by the Former Tenant's movers, who were individuals permitted into the rental unit by the Former Tenants and who caused negligent damages to the front entrance door.
34. The front entrance door is part of the rental unit (the Landlord's property) and as such, the Landlord should be reimbursed for the costs to repair and/or replace this door as it was negligently caused by the Tenant's contractors.
35. Although the Former Tenant's submitted evidence that the scratches had been repainted by the Landlord, the dents on the door remain and I find that these damages are not repairable and not reasonable for a door that is only two years old.

36. As such, the Former Tenants will be ordered to pay to the Landlord \$3,629.56 which is the costs to replace the front entrance door.

37. The Landlord also incurred \$186.00 to file the application and is entitled to reimbursement of these costs.

38. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$3,629.56, which represents the reasonable costs the Landlord will incur 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 Tenants owe the Landlord is \$3,815.56.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 20, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Fabio Quattrociochi
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.