



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-086765-24

In the matter of: 438 BRUNMAR CRESCENT
BELLE RIVER ON N0R1A0

Between: Brandon Pottie Landlord
Christina Pottie

And

Cristina Conciatori Former Tenant

Brandon Pottie and Christina Pottie (the 'Landlord') applied for an order requiring Cristina Conciatori (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 January 29, 2026.

The Landlord, Brandon Pottie, the Landlord's legal representative, Daniel Abraham, the Former Tenant's legal representative, Anthony Malandrucolo, and the Former Tenant attended the hearing.

Determinations:

Preliminary Issue: Amendment and Monetary Jurisdiction

1. At the hearing, the Former Tenant's legal representative challenged the Board's jurisdiction to order more than \$35,000.00 to the Landlord. The Landlord filed the application with the Board on October 22, 2024, claiming \$34,825.55 in damages, and subsequently filed a request to amend the application following an increase to the Board's monetary jurisdiction, claiming a revised amount of \$40,892.52 in damages within the updated monetary jurisdiction of \$50,000.00.
2. The Former Tenant's legal representative argued that because the application was filed before the monetary jurisdiction increased, the Landlord is not entitled to more than \$35,000.00.
3. Section 207(1) of the Act provides that the Board may order payment of an amount up to the greater of \$10,000.00 and the monetary jurisdiction of the Small Claims Court. Section 207(1) speaks to the Board's jurisdiction at the time it issues its order, not at the time the

application was filed. When this matter was heard and the order is issued, the Board's monetary jurisdiction is \$50,000.00. Accordingly, the Board has jurisdiction to order up to \$50,000.00, and the amendment is permitted. The Former Tenant's preliminary objection is dismissed.

4. The Landlord did not file a Certificate of Service indicating how or when they served the Notice of Hearing and Application. The Former Tenant attended the hearing and was represented by counsel. I saw no issue with proceeding, and I was satisfied that the matter could proceed fairly.
5. The Former Tenant vacated the rental unit on August 6, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

7. The rental unit is a single-family home that was a new build at the commencement of the tenancy. The Former Tenant signed the tenancy agreement on March 7, 2021, and resided at the property with her children until August 6, 2024, a tenancy of approximately three and a half years. The Former Tenant kept pets, including at minimum one dog, throughout the tenancy.
8. The Landlord claims \$34,624.55 for replacement of the engineered hardwood flooring on the main floor of the property, based on a quote from a restoration contractor retained through the Landlord's insurer. The Landlord also claims \$6,267.97 for replacement of the basement carpet and underpad, which the Landlord alleges was damaged by pet urine during the tenancy.

Wood Flooring

9. The Landlord's position is that the engineered hardwood flooring throughout the main floor sustained significant pet scratch damage during the tenancy and requires full replacement. The Former Tenant's position is that the scratches are consistent with normal wear and tear from ordinary use over a three and a half year tenancy, and that in any event refinishing is a viable and sufficient remedy.
10. I find that the Former Tenant's pets caused undue damage to the hardwood flooring. The photographs filed by both parties show scratches that are widespread across multiple rooms on the main floor. In some areas the scratching is significant and concentrated. The tenancy commenced in a new build with no prior occupants, and a reasonable landlord would not expect to need full floor replacement or extensive remediation after a tenancy of this length in a property that was brand new at the outset.
11. The Former Tenant relies on the case of *TST-93623-18 (Re)*, 2018 CanLII 111691 (ON LTB), for the proposition that scratches caused by dog claws cannot constitute undue damage. That decision is distinguishable on its facts. In that case the scratches were described as minor, and the photographs showed no significant depth or discolouration. The evidence here tells a materially different story.

12. I place a considerable amount of weight on a letter dated October 15, 2024, from Shan Hasan, the Broker of Record retained by the Landlord to list the property for sale. Mr. Hasan wrote that scratch marks were visible immediately upon entering the foyer and were throughout the entire main floor, and that some scratches were so deep that refinishing would not be sufficient, full replacement was required. Mr. Hasan further noted that multiple buyers raised the flooring as a serious concern, and that one prospective buyer requested a \$30,000.00 reduction specifically because of the flooring condition. I find Mr. Hasan's letter to be helpful. It was written in October 2024, shortly after the Former Tenant vacated, in the ordinary course of a listing engagement and not for the purpose of this proceeding. It is therefore less susceptible to the criticism that it was prepared to advance a party's legal position.
13. The Former Tenant relies on a professional opinion letter from Anna Voza, a licensed real estate broker, dated January 19, 2026. Ms. Voza states that she personally toured the property during one of its active listing periods and observed no visible damage apparent to the naked eye during a standard showing, with area rugs placed throughout. She further states that the listing realtor, Shan Hasan, confirmed to her that any pet-related wear was minimal and not readily noticeable. I give this letter limited weight on the question of the flooring condition. Ms. Voza's observation was made during a staged showing with rugs covering portions of the floor, conditions that would reduce the visibility of scratches. More significantly, her account of what Mr. Hasan told her is inconsistent with Mr. Hasan's own written letter to the Landlord, in which he described the scratching as extensive, immediately noticeable, and a serious deterrent to buyers. Where the two accounts conflict, I prefer Mr. Hasan's contemporaneous written record over Ms. Voza's recollection of a conversation with him.
14. The property was a new build with no prior occupants, which effectively establishes its condition at the start of the tenancy. The photographs of the flooring at or near the end of the tenancy, combined with Mr. Hasan's contemporaneous letter, satisfy me on a balance of probabilities that the damage exceeds ordinary wear and tear and constitutes undue damage within the meaning of section 89(1) of the Act.
15. The parties filed conflicting evidence on the question of quantum. The Landlord relies on a quote obtained through its insurer for full replacement of the engineered hardwood with solid hardwood at a cost of \$34,624.55. The Former Tenant relies on a letter from Venu Chennamallu of Boulder Group Inc. dated January 16, 2026, which states that the flooring can be refinished at \$5.00 to \$7.50 per square foot, or replaced with new engineered hardwood at approximately \$15.00 per square foot for supply and installation, over a confirmed area of 1,082.87 square feet.
16. I do not accept the Landlord's claimed costs in full. The quote on which the Landlord relies provides for replacement of the existing engineered hardwood with solid hardwood, which is a materially different and more costly product than what was installed at the outset of the tenancy. Awarding the cost of solid hardwood replacement would place the Landlord in a better position than before the tenancy began, which is not the purpose of a damage award under section 89(1) of the Act.
17. I also do not accept that refinishing is the appropriate remedy. Mr. Hasan's letter, which I have already found to be reliable, states that some of the scratches are too deep for

refinishing to be effective. The conflicting evidence on this point, Mr. Chennamallu stating refinishing is viable, Mr. Hasan and the Landlord's insurance company quote stating it is not, leaves me unable to find on a balance of probabilities that refinishing is sufficient. Full replacement of the flooring with a comparable engineered product is therefore the more appropriate remedy.

18. I assess the reasonable cost of replacement at \$15.00 per square foot for supply and installation of new engineered hardwood, as set out in Mr. Chennamallu's letter, over the confirmed area of 1,082.87 square feet, for a total of \$16,243.05.

Basement Carpet

19. The Landlord claims \$6,267.97 to replace the basement carpet and underpad on the basis that pet urine rendered the carpet impossible to remediate. The Former Tenant denies that the carpet smells of urine or requires replacement.
20. While I have accepted that there was a pet odour issue in the property generally, the evidence does not establish on a balance of probabilities that the basement carpet specifically was the source or was damaged by urine. The Landlord filed no photographs of the basement carpet, no inspection or contractor report identifying urine damage to the carpet, and no evidence that cleaning was attempted and failed. The Hasan letter describes a smell throughout the property but does not identify the carpet as its source. This claim is dismissed.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$16,243.05 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 Tenant owes the Landlord is \$16,429.05.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Colin Elsby
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.