



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-042655-25

In the matter of: 2009, 2A Church Street
Toronto Ontario M5E0E1

Between: Blair Quinn Landlord
Erin Alayne Quinn
Bonnie Lynn Quinn

And

Tyler Chelsie Christoff Former Tenant

Blair Quinn, Erin Alayne Quinn and Bonnie Lynn Quinn (the 'Landlord') applied for an order requiring Tyler Chelsie Christoff (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Blair Quinn, Erin Alayne Quinn and Bonnie Lynn Quinn (the 'Landlord') applied for an order requiring Tyler Chelsie Christoff (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 March 26, 2026.

The Landlord and the Former Tenant attended the hearing.

Determinations:

Preliminary: Service and disclosure by Landlord not met

1. The Former Tenant stated she was made aware of the hearing by the Board's email in October 2025. The Former Tenant logged into the file and reviewed the application.
2. The Former Tenant stated the Landlord did not provide her with the evidence the Landlord intends to rely on at the hearing.
3. The position of the Former Tenant is the Landlord's application is a waste of time and she did not take action or submit evidence to dispute the Landlord's claims.

4. The Landlord does not dispute that proper disclosure was not provided to the Former Tenant for the Landlord's evidence. The Landlord stated there are only eight photographs the Landlord intends to rely on for the damage claim.
5. The Former Tenant agreed to review the photographs and continue with the hearing.
6. Despite the Former Tenant's submissions she took the position there was no reason not to proceed.

Sufficient reason and details in the application

7. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support their claim the Former Tenant caused undue damage to the rental unit.
8. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include "dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant". The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
 - a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
9. The Board's L10 application forms have been developed with instructions to elicit the necessary details required for the Landlord to make a claim and provide sufficient reasons and details. For example, the description box under Reason 4 for a claim for damage states:

"Please explain: What were the damages to the property? How did you calculate the costs you are claiming to repair or replace the damage property?"
10. Although the decision in *Ball v Metro* applies to a Landlord's N5 notice, I note that the same level of details like dates and times of incidents and amounts the Landlord is seeking is required in the Landlord's application for damage in order for the Former Tenant to know the case to be met.
11. In my view the Landlord's application does not meet the specific reasons and details required for some of the damage claims the Landlord makes.
12. For procedural fairness, *Ball v. Metro Capital* and Board forms require applicants to be the ones to provide sufficient details for the claims that are being made. Only then can the respondent fairly have a chance to respond to those claims.

13. Applying the standards in “Ball” I find some of the Landlord’s claims are sufficient in detail to proceed with the hearing, however the other items will be dismissed.
14. The Landlord was informed that he may proceed on the following three claims in the application:
 - Damage to rental unit walls;
 - Damage to bathroom mirror; and
 - Removal of debris and cleaning.

Determinations:

15. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
16. Although the Landlord did not serve the Former Tenant with the notice of hearing and the application, I am satisfied that the Former Tenant was made aware of the hearing in more than sufficient time by the email sent by the Board.
17. The Former Tenant consented to continue with the hearing.
18. The Former Tenant vacated the rental unit on June 1, 2024.
19. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation

8. The Landlord filed the application with the Board on May 21, 2025 with a claim the Former Tenant owes rent arrears in the amount of \$2,490.00 for the month of June 2024.
9. At the hearing the Landlord sought to amend the application to include arrears for the month of July 2024 stating the Former Tenant informed the Landlord on May 30, 2024 that the Former Tenant would be vacating at the end of June, 2024. The position of the Landlord is the Former Tenant did not provide proper 60 day notice and the Landlord is seeking to amend the application to include the month of July 2024.
10. The Former Tenant objected to the Landlord’s request.
11. Rule 15 of the Board’s Rules of Procedure state:
 - 15.1 A request to amend an application before the hearing must be:
 - a. in writing;

- b. served with the amended application to all other parties; and
- c. filed with LTB with the amended application and a completed Certificate of Service.

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

12. The Landlord stated that they are new landlords are not familiar with all the requirements in accordance with the Board's Rules of Procedure.

13. The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

14. I do not find there to be any exceptional circumstances of why the Landlord did not make themselves familiar with Board's Rules of Procedure and processes in advance of the hearing. It is the responsibility of the applicant to come prepared to present the claims in the application and unfamiliarity of Board's Rules of Procedure is not a reason to grant an amendment that in my view is prejudicial to the Former Tenant.

15. Therefore, I do not find it appropriate in the circumstances to grant the Landlord's request to amend the application given the Landlord has had, in my view, more than sufficient time to amend the application in accordance with the Board's Rules of Procedure since filing the application.

16. The Landlord's request is denied.

17. The lawful rent was \$2,490.00. It was due on the first day of each month.

18. The Former Tenant has not made any payments since the application was filed.

Compensation for damage

14. The Landlord claims the Former Tenant, wilfully or negligently caused undue damage to the rental unit or residential complex as follows:

- Damage to rental unit walls;
- Damage to bathroom mirror; and
- Removal of debris and cleaning.

Landlord evidence

15. The Landlord submitted photographic evidence (DOC-7507133) to support the claims for damage in the application.
16. The position of the Landlord is the Former Tenant damaged the walls of the rental unit and attempted to patch the holes leaving patches the Landlord was required to sand down and retouch with paint.
17. The Landlord claims there is a clause in the tenancy agreement that prevents the Former Tenant from putting holes in the walls without the permission from the Landlord.
18. After reviewing the claims in the application that the Board would proceed on the Landlord attempted to change the claim during the hearing for the broken mirror stating it was in fact the light fixture that was damaged.
19. The Landlord stated the Former Tenant left the rental unit in a state of uncleanness requiring the Landlord to hire cleaners to clean the rental unit.

Former Tenant evidence

20. The Former Tenant's position is the damage the Landlord claims is normal wear and tear and she left the rental unit in a good state of cleanliness.
21. The Former Tenant put some holes in the rental unit walls to hang items and then patched holes before she left.

Analysis

22. Section 89 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Application for compensation for damage

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. 2020, c. 16, Sched. 4, s. 21 (1).

23. To be successful on a claim for damages the Landlord must prove on a balance of probabilities that the damage claimed is “undue”. The Act does not define the term “undue”; however, it is generally understood to mean damage that goes beyond normal wear and tear or ordinary use of the unit. The Landlord must further demonstrate that the damage was caused willfully or negligently by the Tenant, an occupant, or a guest. Where undue damage is proven, the Landlord must also provide sufficient evidence establishing the reasonable cost necessary to repair the damage.
24. In my view a tenant that carefully drills holes in a rental unit wall in order to put up such items as tv brackets, shelves and photos does not constitute wilful or negligent damage. I find it reasonable that a tenant would want to, and should be allowed to, live in the rental unit as if they owned it and I find there is no undue damage in doing so.
25. In my view based on the Landlord’s photographs the Former Tenant has not caused undue damage and the walls appear to be in what I consider to be normal wear and tear condition for a rental unit occupied by a Tenant for a almost five years.
26. The Landlord led with inconsistent and shifting testimony regarding the claim for the broken mirror or the light fixture.
27. Regarding the Landlord’s claim for cleaning expenses, I find the Landlord has led with insufficient evidence to support the Landlord’s position that the cleaning the Landlord undertook was beyond the normal course of business to turn over a rental unit in preparation for the next tenants.
28. Based on the Landlord’s photographs I find the rental unit was left in a normal state of cleanliness.
29. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations for damage in the application.
30. Therefore, this portion of the Landlord’s application must be dismissed.
31. The Landlord collected a rent deposit on June 1, 2021 in the amount of \$2,490.00 from the Former Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy in accordance with section 106(10) of the *Residential Tenancies Act*, 2006 (the “Act”).
32. Therefore, given my finding above the tenancy ended on June 30, 2024 and the last months rent deposit shall be applied to the month of June 2024.
33. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

April 22, 2026

Date Issued

Greg Brocanier

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.