



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-097208-24

In the matter of: 3 Gibbons Road
Paris Ontario N3L0E9

Between: Chad Mitchell Landlord

And

Brett Askins Former Tenant
Tiffany Moses

Chad Mitchell (the 'Landlord') applied for an order requiring Brett Askins and Tiffany Moses (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 October 8, 2025.

The Landlord and the Tenant, Brett Askins, attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlord the reasonable costs the Landlord incurred to repair the front door glass, replace the damaged refrigerator bins and replace the damaged window screen, together with the cost of filing the application.
2. I am satisfied that the Landlord served the Former Tenants 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.
3. The Former Tenants vacated the rental unit on August 31, 2024.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Amendment to Application

5. At the outset of the hearing, the Landlord requested to amend the application to add a claim of \$250.00 plus HST for the replacement of a window screen in an upstairs bedroom. The Landlord's evidence is that the screen was damaged during the tenancy when the Former Tenants' son fell against it, and that the screen was missing when the Landlord inspected the unit after the Former Tenants vacated.
6. The Tenant, Brett Askins, did not oppose the amendment. He confirmed that his son fell against the window screen during the tenancy and did not dispute the cost of replacement.
7. I am granting the amendment. The Tenant who attended the hearing was on notice of the screen issue, did not oppose the amendment, and admitted both the damage and the proposed cost. The amount in issue is modest. Granting the amendment allows all of the Landlord's claims arising from the same tenancy to be determined in a single proceeding, which is consistent with the LTB's interest in avoiding multiplicity of applications. I am satisfied that no party is prejudiced by allowing the amendment in these circumstances.

Compensation for Damage

8. The Landlord's claims, as amended, are: \$2,499.56 to replace the cracked glass in the front entry door; \$322.46 to replace two damaged refrigerator door bins; and \$250.00 plus HST (\$282.50) to replace a damaged bedroom window screen.
9. The Landlord testified that, while conducting viewings of the rental unit shortly before the tenancy ended, he observed that the glass insert in one of the two front entry door panels was cracked. Photographs entered into evidence show a clear crack running through the glass insert. The Tenant told the Landlord during the tenancy that he would have the glass repaired before vacating, and the Former Tenants began obtaining quotes for the work. The repair was not completed before the tenancy ended.
10. The Tenant did not dispute that the glass was cracked. He testified that the crack happened from "simple use and shutting the door in the cold" and that no one slammed or struck the door. The Tenant's evidence included email correspondence showing that the Former Tenant Tiffany Moses had contacted a glass contractor in late August 2024 to obtain a quote for the repair. On August 27, 2024, the contractor advised that they could not match the existing glass and that an approximate price of \$434.60 plus tax was available for a frosted (non-matching) replacement. The Former Tenant Tiffany Moses subsequently corresponded with the contractor on September 4, 2024 indicating that the Landlord wanted the work done as soon as possible.
11. The Landlord's evidence is that he then communicated directly with the contractor. On September 13, 2024, the contractor advised the Landlord that, on closer review, the broken pane could not simply be replaced in isolation. Because the cracked pane sits within a panel, the contractor advised that the entire panel had to be removed and replaced with a tempered acid-etched (obscure) glass unit, and that both door panels had to be done so that they would match. The contractor's revised quote was \$1,962.00 plus HST. The final invoiced cost paid by the Landlord was \$2,499.56.
12. I find that the front door glass was damaged during the tenancy and that the damage was caused negligently by the Former Tenants or by someone they permitted in the unit. The Tenant acknowledged that the glass was cracked and did not dispute that the Former

Tenants had taken steps to obtain quotes for the repair before the tenancy ended. I am not persuaded, on the evidence before me, that the crack resulted from ordinary use of the door.

13. As to the reasonable cost of the repair, I have considered the fact that an earlier quote of \$434.60 plus tax was obtained for a frosted replacement of the broken pane only. That option was not, however, a like-for-like restoration of the property to its pre-damage condition. The contractor's evidence is that the original glass could not be matched, and that the only way to restore the matching aesthetic of the two-panel front entry was to replace both panels with the same new obscure glass unit. The cost of \$2,499.56 reflects that course of work. Having regard to the contractor's explanation of why the larger scope of work was required, the absence of evidence that any cheaper matching option was available, and the Tenant's express concession on cost at the hearing, I am satisfied that \$2,499.56 is a reasonable out-of-pocket cost incurred to repair the damaged property.

Refrigerator bins

14. The Landlord testified that, after the Former Tenants vacated and while preparing the unit for the next tenants, he discovered that two refrigerator door bins were broken. Photographs entered into evidence show a refrigerator bin that is visibly cracked and has been repaired with adhesive tape. The Landlord testified that when he raised the issue with the Former Tenants, they acknowledged the broken bins and suggested that replacement bins were available online for \$10 to \$20. The Landlord obtained replacement bins through the appliance supplier at a cost of \$322.46.
15. The Tenant testified that he was not aware the bins were broken, did not know how the damage occurred, and was unsure whether his wife had applied the tape. He noted that the Former Tenants had lived in the unit for nearly six years without raising any issue with the bins.
16. I find that the refrigerator bins were damaged during the tenancy and that the damage was caused negligently by the Former Tenants or by someone they permitted in the unit. The unit was newly constructed when the tenancy began, and there was no evidence that the bins were damaged at the start of the tenancy. The photograph showing tape on one of the bins supports a finding that the damage occurred during the tenancy and that someone in the household was aware of it.
17. As to the reasonable cost, the Landlord entered an invoice from the appliance supplier showing a cost of \$322.46 for two replacement bins. The Tenant suggested at the hearing that cheaper alternatives might be available through online retailers, but provided no evidence that any compatible alternative existed at a lower price for this particular refrigerator. I am satisfied that \$322.46 represents a reasonable out-of-pocket cost to replace the damaged bins through a recognized supplier.

Window Screen

18. The Landlord testified that, after the Former Tenants vacated, he discovered that a screen from an upstairs bedroom window was missing. The Tenant acknowledged at the hearing that the screen had been damaged during the tenancy when his son fell against it, and that

the screen had not been put back in the window. The Tenant also confirmed that he had communicated with the Landlord about the issue during the tenancy.

19. I find that the window screen was damaged during the tenancy and that the damage was caused negligently by an occupant of the rental unit. The Tenant's own evidence establishes both the cause of the damage and that the damaged screen was not replaced before the Former Tenants vacated.
20. As to the reasonable cost, the Landlord testified that the replacement cost of the screen was \$250.00 plus HST, for a total of \$282.50. The Tenant did not dispute this amount. I am satisfied that \$282.50 is a reasonable out-of-pocket cost to replace the damaged screen.
21. In total, the Landlord incurred reasonable costs of \$3,104.52 as a result of the damage, comprising \$2,499.56 for the front door glass replacement, \$322.46 for the refrigerator bins, and \$282.50 for the window screen.
22. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,104.52, which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$3,305.52.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

May 04, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.