



Order under Section 69 Residential Tenancies Act, 2006

Citation: APOLLO PROPERTY MANAGEMENT LIMITED v ZOMMO, 2026 ONLTB 37568

Date: 2026-05-19

File Number: LTB-L-007804-26

In the matter of: 308, 212 Viewmount Dr.
Nepean ON K2E7X2

Between: APOLLO PROPERTY MANAGEMENT LIMITED Landlord

And

TAREK ZOMMO Tenant

APOLLO PROPERTY MANAGEMENT LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Tarek Zommo (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 7, 2026. The Landlord's Agent, Daniel Orton, represented by Donna Dames, and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

Amended Application

1. The Landlord seeks to amend their application to claim \$6,750.65 for the cost of repairing or replacing the damaged items as claimed, from \$8,136.00 as originally claimed. This is to adjust the costs of the repair to account for depreciation.
2. The Tenant did not object to this amendment.
3. As this amendment is not prejudicial to the Tenant, I consented to the Landlord's request to amend the claim in the application to \$6,750.65.

Landlord's L2 Application

4. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy. Therefore, the Tenant shall pay to the Landlord \$3,010.00 for the reasonable costs of repairing or replacing the damaged property.
5. By way of background, the tenancy began on March 1, 2019.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On January 19, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant wilfully or negligently damaged the rental unit by smoking in the rental unit which damaged the paint and carpeting, creating a hole in an interior wall and damaging the main door to the rental unit. The Landlord sought \$8,136.00 (amended to \$6,075.00) in costs for the repairing or replacing the damaged areas of the rental unit. The Tenant did not reimburse the Landlord for the damage. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord's agent testified that he works for the property management company that oversees the day-to-day operations of this rental unit. After conducting a unit inspection on December 9, 2025, it was discovered that the rental unit had shown damage which was beyond reasonable wear and tear. Specifically, the Tenant had been smoking in the rental unit, despite the fact the building is non-smoking, and the walls and carpets were badly stained. There was a large hole in the bathroom, and the front door of the unit was broken.
10. Attached to the N5 was a quotation dated January 8, 2026, from J&A General Contractor. The quote refers to the need to repair and /or replacing any flooring, replacing the carpeting under pad and carpeting, fixing holes in the walls, replacing trim and door frames, painting with special primer to overcome the cigarette staining on the walls, installing new baseboards, replacing two doors to the bathroom cabinetry, and replacing the front door.
11. Submitted into evidence were photos of the carpeting. The foyer area shows black marks and distinct stains. The Landlord submits that the black marks are cigarette burns. Also submitted into evidence is a photo of a garbage container in the Tenant's rental unit with cigarette butts inside.
12. There are no photos which demonstrate the stains on the walls. However, I accept the Landlord's evidence that the staining from the cigarettes would require special primer to remediate.
13. A photo shows the missing doors from the cabinetry in the Tenant's bathroom. Also shown is photo of the hole in wall of the Tenant's bathroom. It appears to be about 10" in length and about 7" at its widest point.

14. The Landlord also submitted photos of the Tenant's front door. It shows clear signs of having been broken around the area of the locking mechanism. The Landlord's evidence is that this had been because police attended the rental unit and broke the door.
15. The Tenant disputes some of the Landlord's claims. Specifically, the Tenant states he was not even in the country when the police attended his rental unit saying he came back from his trip to find the rental unit door broken. Further, the Tenant says the carpeting was already old when began the tenancy, so he should not be responsible for the entire cost of a new carpet. I note that the Tenant did not admit to smoking in the rental unit. Rather, he declined to answer my question. Given the Tenant's refusal to answer the question and given the burned cigarette butts shown in the photo of the Tenant's garbage, I find on a balance of probabilities that the Landlord has proven that the Tenant had been smoking in the rental unit which led to some of the damage claimed.
16. Subsection 89(1) says:

A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit **or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage** to the rental unit or the residential complex and the tenant is in possession of the rental unit.

[Emphasis Added]

17. This provision means that to succeed on an application like this a landlord must establish:
 - There was property damage to the rental unit or residential complex;
 - The damage is "undue" meaning that it is not normal wear and tear, and it is not insignificant; and
 - The damage was a result of wilful or negligent conduct.

Carpeting

18. I am satisfied that the Tenant has negligently caused damage to the carpeting by making burn holes in the carpeting and by staining the carpet in his rental unit. A reasonable tenant knows, or ought to know, that they must not carelessly smoke, leading to burn holes, particularly when smoking is not permitted in the rental complex. I also find that the Tenant stained the carpeting and that this falls below the standard of an ordinary tenant in similar circumstances, and this conduct was wilful or negligent. A reasonable tenant knows, or ought to know, that care must be taken not to spill things on carpeting and to make reasonable efforts to clean up spills as soon as they happen. I also find that the Landlord cannot repair the carpeting as the burn holes would be permanent. Therefore, the Landlord is entitled to the replacement cost of carpeting and the baseboards which would be damaged during the installation process such that they cannot be reused.

19. The Tenant's evidence was that the carpeting was not in particularly good condition when he moved into the rental unit. The Landlord states it may not have been brand new, but it was clean and presentable; however, the Landlord agrees that the carpeting was laid sometime before the tenancy began in 2019.
20. When I consider whether the Landlord is entitled to the replacement value of the carpeting, I find I must consider that the carpeting was not brand new at the beginning of the tenancy. There is no evidence to support when the carpeting was installed, although the Tenant's evidence was that it was not brand new when the tenancy began. However, I accept the Landlord's evidence that it was clean and presentable at the commencement of the tenancy.
21. Regardless, I find that the Landlord is entitled to reimbursement of the remaining of the useful life of the carpeting which I estimate is three years. O.Reg. 516/06 refers to the useful life of items and states carpeting has a ten-year useful life. Since the tenancy began in 2019, the carpeting is at least seven years old, I estimate that the carpeting had about three years remaining of useful life.
22. The quotation provided by the Landlord states the new carpeting, under pad, and baseboard totals \$3,200.00. Therefore, I find the Landlord is entitled to \$960.00 ($\$3,200.00 / 10 \text{ years} \times 3$).

Paint/Repair Hole in Bathroom

23. The quotation states the cost of repainting the rental unit, and repairing the hole in the bathroom, is \$2,300.00. I find that this is a reasonable quote to fix the hole in the wall and repaint the entire rental unit. I find that the entire unit must be repainted and cannot be isolated to specific areas, but cigarette smoke is pervasive and likely to have affected every surface in the rental unit.
24. I also do not find this damage is consistent with normal wear and tear. Again, the building is non-smoking. Thus, if the Tenant has been smoking in the rental unit, then it accords that they have to take responsibility for the damage this has caused. I also find this is willful or negligent conduct for the same reasons. The same can be said for the hole in the wall which is, in my view, inconsistent with normal wear and tear.
25. The Tenant must pay to the Landlord \$2,300.00 for the costs to repair the wall and repaint the rental unit.

Bathroom Cabinetry

26. The Landlord seeks the replacement costs of \$350.00 for the doors for the bathroom cabinetry.
27. I find that the missing cabinet doors is inconsistent with normal wear and tear. A reasonable tenant knows, or ought to know, that some care must be taken with cabinetry such that the doors are not removed, missing, or ruined. I find that this is consistent with willful or negligent damage. I also find that \$350.00 is a reasonable amount to replace the missing bathroom cabinet doors. An order shall issue.

Front Door

28. The Landlord's seeks \$1,350.00 to repair the front door.
29. However, I am not of the view the Landlord can be awarded for this claim. Section 89(1) of the Act states that where a "...a person whom the tenant permits in the residential complex" wilfully or negligently damages the rental unit, the Landlord may make seek the reasonable costs of the repair or replacement of an item where repair is not possible. The issue here is that there is no evidence to support that the Tenant permitted the police to attend the rental complex or rental unit.
30. The Landlord submits that when an individual causes a disturbance such that police are called resulting in the door being ruined, this ought to be considered willful or negligent damage. I agree that where there is clear evidence that the Tenant did not open the door to police, there may be an argument to be made that the Tenant's conduct led to the damage. However, in my view the claim would properly be brought pursuant to s.88(1) of the Act which states that a tenant shall not substantially interfere with the Landlord's lawful rights, privileges, or interests. In this case, though, the Tenant's evidence was he was not even in the country when police attended. As there is no evidence the Tenant permitted the police into the residential complex or to his rental unit, the claim must fail. No order shall issue.

Relief From Eviction

31. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord seeks reimbursement of the costs claimed in the action and a termination of the tenancy.
32. The Tenant submits that he has mental health issues and is under the care of CMHA. He also indicated that CMHA would assume some financial responsibility for the damage. The Tenant is a vulnerable individual and has been living in the rental unit for seven years. When I weigh all of the circumstances, I am of the view that the prejudice to the Landlord can be addressed by way of a conditional order that the Tenant pay for the damage.

It is ordered that:

1. On or before June 30, 2026, the Tenant shall pay to the Landlord \$3,196.00 for the following:
 - Replacing the carpeting \$960.00;
 - Repainting the rental unit \$2,300.00;
 - Replacing the missing cabinet doors \$350.00; and,
 - Cost of filing the application \$186.00.

2. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Jane Dean
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.