



Order under Section 69 Residential Tenancies Act, 2006

Citation: Burnett v Syer, 2026 ONLTB 39095

Date: 2026-05-20

File Number: LTB-L-081825-23

In the matter of: 71 WESTOVER DR
BOWMANVILLE ON L1C0M7

Between: Daniel Burnett
Shannon Snow
Landlords

And

Stephanie Syer
Tenant

Daniel Burnett and Shannon Snow (the 'Landlords') applied for an order to terminate the tenancy and evict Stephanie Syer (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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

This application was heard by videoconference on May 12, 2026. Only the first-named Landlord, who attended on behalf of both Landlords, attended the hearing.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the claims that the Tenant wilfully or negligently damaged the rental unit. Therefore, the Tenant shall pay to the Landlord \$13,929.83.
2. The Landlord advises the tenancy terminated pursuant to Order LTB-L-081825-23-IN in which the parties agreed to terminate the tenancy on May 31, 2024. Therefore, he seeks only the costs of the wilful or negligent damage he alleges were caused by the Tenant, her occupants, or guests.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The rental unit is a three-bedroom townhouse built in 2013. The Tenant was the second Tenant in the rental unit, but the only previous tenant was an older parent of the second-named Landlord, and the Landlord reports the rental unit was kept in an immaculate condition having been professionally cleaned and painted. Photos submitted of the rental unit before the tenancy began, corroborate this statement.
6. The Landlord hired a home inspection company to conduct an inspection of the rental unit on September 20, 2023. The report speaks to several areas within the rental unit that require repair, replacement, or remediation.
7. The Landlord's L2 application seeks the following:
 - Garage door \$2,600.00
 - Carpeting \$5,000.00
 - Door Replacements \$810.00
 - Kitchen Cabinet Doors \$5,000.00
 - Baseboard and trim \$4,500.00
 - Patching and repairing drywall, and painting, \$2,000.00
 - Kitchen flooring \$5,000.00

8. 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]

9. 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.

Garage Door

10. The Landlord provided several photographs of the garage door. One photo shows the door has been buckled in the center just below the handle over a span of approximately 4 feet. The photo demonstrates this is consistent with having been struck by a wide, heavy object, such as a car, with some force. In addition, the bottom right-hand side of the door has a crumpled area of about 12" across, which appears consistent with having closed the door when an object was in the way.
11. The Landlord has proven, on a balance of probabilities, that the Tenant negligently damaged the garage door. In my view, the damage shown in the photos is inconsistent with ordinary wear and tear and is not insignificant. A reasonable tenant knows, or ought to know, that care must be taken when approaching a closed garage door or when closing a garage door so that the panels do not get damaged.
12. The Landlord indicates that the panel could not be replaced. He attempted to locate the existing panels for the door but could not find them leading him to conclude that the specific style already installed was not longer being manufactured. Therefore, he has to replace the entire door.
13. Submitted into evidence was a copy of the quote to replace the garage door dated May 23, 2024, from RNR Garage Doors, for \$1,751.50.
14. Based on the evidence before me, I am satisfied that the garage door was negligently damaged and that the Landlord could not repair the damage. I am satisfied that \$1,751.50 is a reasonable quote for the repair. An order shall issue.

Carpeting

15. The Landlord states that the carpeting was damaged by pet urine and feces. The Tenants had two dogs. The Landlord observed multiple areas which showed staining consistent with the pets relieving themselves in the living room, and in all three upper bedrooms of the house. Despite trying to clean the carpeting, the stains and odour could not be eliminated. The inspection report refers to the stained carpeting. I accept the Landlord's evidence that the odour and stains were significant enough that it could not be remediated by cleaning.
16. The Landlord has proven, on a balance of probabilities, that the Tenant negligently damaged the carpeting, and that the carpeting could not be cleaned and had to be replaced. I find the damage was willfully or negligently caused and not consistent with reasonable wear and tear. A reasonable tenant knows, or ought to know, that pets must be taken outside regularly, and pet accidents must be cleaned up promptly and thoroughly.
17. The Landlord's application seeks \$5,000.00 for the cost to remove the existing carpeting and under pad, remediate the underfloor, and replace the under pad and install new carpeting. The quotation provided from John's Flooring, dated May 2024, quotes \$5,755.09. The Landlord advised he did not amend his application to increase the amount claimed in the application to the amount quoted by the flooring company. As the Tenant was not put on notice that the Landlord would be requesting more than what was originally

claimed, contrary to Rule 15 of the Board's Rules of Procedures, I am not persuaded to amend the Landlord's claim. However, I find that the amount of \$5,000.00 is a reasonable amount to remediate the underfloor and replace the carpeting. An order shall issue.

Doors / Drywall / Paint / Trim / Cabinetry

18. The Landlord also seeks costs associated with repairing or replacing three doors within the rental unit, repairing damage to drywall, repainting the rental unit, and resurfacing kitchen cabinetry. The May 20, 2024, quote from Rose Painting, is \$7,178.33.

Doors

19. The Landlord seeks the repair costs for the front door, and the replacement cost of a closet door. Initially the Landlord believed the front door would have to be replaced. However, the contractor who attended advised the door can be resurfaced. His evidence was that the door had been badly scratched by the dogs. The damage was referenced in the inspection report. Although the photos submitted are of little assistance, I accept the report's findings and Landlord's oral testimony that the front door was badly scratched.
20. The Landlord also seeks the replacement cost of the closet door at the front of the house. A picture submitted into evidence shows the door hanging from the door frame that it is no longer affixed to. The Landlord's evidence is that the door cannot be repaired, because the doors, which are hollow, do not have enough structural integrity to reattach the hinges and must be replaced.

Drywall Repairs/Painting

21. Photos depict damage beyond reasonable wear and tear. For example, a hole measuring about 6" square. The Landlord's testified bedrooms walls with holes created by not using care when opening the door such that the doorknob damages the wall behind it. In the lower-level wall damage is consistent with the walls being kicked or punched. The Landlord's evidence is these walls must be repaired and repainted.

Trim

22. The trim in the rental unit was badly damaged by the Tenant's pets. A photo near the front door shows the wood trim where the side light is installed is badly damaged with marks which are consistent with a dog chewing on it. The Landlord's evidence is that the trim throughout the rental unit showed signs of having been "nibbled." Some of the trim can be repaired; some must be replaced. The quotation from Rose Painting addresses both scenarios.

Kitchen Cabinetry

23. The kitchen cabinet doors were damaged. One photo shows several deep scratches which are consistent with dogs scratching the cupboards. Another photo shows the wood exposed from under the stain and the door appears to be cracked.

25. Based on the evidence before me, I am satisfied that the Landlord proved, on a balance of probabilities, that the Tenant willfully or negligently damaged the front door, closet door, walls, trim, drywall, and kitchen cabinetry in the rental unit. In my view, the damages claimed are inconsistent with reasonable wear and tear. A reasonable tenant knows, or ought to know, that pets must not chew on trim or scratch kitchen cabinetry and pets must be redirected if they are inclined to do so. Further, a reasonable tenant understands to take care when opening doors, and that punching or kicking walls will damage the walls necessitating a repair.
26. I find the quote from Rose Contracting to be reasonable, given the extensive damage as evidenced in the report, in the Landlord's testimony, and in the photos. An order shall issue.

Kitchen Flooring

27. The Landlord seeks \$5,000.00 to replace the flooring in the kitchen. One photo submitted shows a dime-sized hole in the tile which he describes as linoleum. He estimates at least eight tiles have holes of similar proportions. The Landlord states this is not consistent with ordinary wear and tear because it would take some force to make a hole through the flooring which he described as quite durable. He believes items were dropped on the flooring. He attempted to find replacement tiles but was unable to locate the same pattern.
28. I am not of the view the Landlord is entitled to reimbursement for the claim for the kitchen flooring. I say this because the Landlord's evidence is that things were dropped on the floor causing the holes. However, I find dropping things, even heavy things, is consistent with ordinary wear and tear. The Landlord did not lead sufficient evidence to demonstrate that this damage was done willfully or negligently rather than accidentally. No order shall issue.
29. The total the Tenant owes the Landlord is \$13,929.83

It is ordered that:

1. The Tenant shall pay to the Landlord \$14,115.83 for the Landlord's reasonable costs that the landlord has incurred or will incur for the repair or replacement of damaged property in the rental unit and the cost of filing the application with the LTB.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Jane Dean
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.