



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-025009-25

In the matter of: 130 Main Street
Lions Head Ontario N0H1W0

Between: Nadia Irina Chelaru Landlord
Bogdan Manaila

And

Marc Hewton
Courtney Holman Former Tenant

Nadia Irina Chelaru and Bogdan Manaila (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Nadia Irina Chelaru and Bogdan Manaila (the 'Landlord') applied for an order requiring (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 February 23, 2026.

The Landlord, the Former Tenant's Legal Representative, Joss Ann Johnston, and the Former Tenant, Courtney Holman, attended the hearing.

As of 12:56 p.m., the Former Tenant (Marc Hewton) was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved some of the allegations contained in the application on a balance of probabilities. Therefore, both Former Tenants are responsible for \$1,089.00, and Mr. Hewton is responsible for an additional \$560.66.

2. I am satisfied that the Landlord served the Former Tenant 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. These documents were served on both Former Tenants on June 25, 2025, by email and again on February 13, 2026, by email.
4. The Former Tenant, Marc Hewton vacated the rental unit on November 30, 2024, and the Former Tenant, Courtney Holman vacated the rental unit on October 28, 2024, pursuant to an N15 notice of termination she gave the Landlord.
5. On October 28, 2024, Ms. Holman served the Landlord with an N15 notice of termination under section 47.1(2)(b) of the *Residential Tenancies Act*, 2006 (the "Act") terminating her interest in the joint tenancy on October 28, 2024. In accordance with 47.1(6) of the Act, this terminated Ms. Holman's interest in the joint tenancy and her obligation to pay for any damages effective, 28-day dates after her notice was given. The Landlord does not dispute the N15 was given due to the domestic violence that occurred in the rental unit which is a result of some of the alleged damages in this claim and accepted to terminate her tenancy effective November 1, 2024.
6. After hearing the evidence and submissions, I am satisfied to terminate Ms. Holman's tenancy effective November 1, 2024, when the Landlord accepted her to notice to terminate the tenancy.
7. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. It is not disputed that the incident of domestic violence occurred, October 19, 2024, and carried onto the early morning of October 20, 2024. Ms. Holman contacted the Landlord and notified him as soon as she could that there was damage within the rental unit, and when she was back at the rental unit, she would send him photographs. The damage that resulted from the incident consists of a hole in the bathtub, holes in the walls, damage to the vanity drawer, and damage to the bedroom closet door.

Compensation for damage

9. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The damage claimed on the application include, bedroom closet door broken, kitchen window broken, hole in the bathtub, bathroom ceiling, bathroom vanity door broken, hallway tiles broken, kitchen floor damaged, underneath kitchen cabinets toe kick missing, some doors and baseboards scratched, holes in the walls, damages by dog caused to the doors, and the refrigerator shelf was broken.
10. The Landlord did prove some of the reasonable costs incurred or will incur as a result of the damages, which are broken down throughout this order.

11. The Landlord testified and provided a breakdown from the contractor for all the damages in this application. The Landlord testified that he obtained 3 quotes, but this was the lowest quote that was provided which totalled \$7,911.86 plus HST, totalling \$8,940.40.
12. The Landlord testified that Ms. Holman contacted him shortly after the domestic violence incident took place within the rental unit, and to advise that she would be vacating, and that there was some damage that occurred inside the rental unit that was no fault of her own, but rather a result of the domestic violence incident.
13. The Landlord provided photograph evidence of the condition of the rental unit before the Tenants moved into the rental unit and after both the Tenants vacated.
14. Upon my review of the photograph evidence, the living room appeared to have no damage, the kitchen appeared to have no damage except for a cabinet door that was missing the top bracket to hold it in place, the flooring in the laundry room and back entrance way (mud room) was cracked and pieces missing, the door within the laundry room and mud room has scuffs and markings on it in addition to the door in the mud room appearing to have a gap at the bottom and trim around the outside missing, personal items and garbage were left behind, some of the walls inside the rental unit seemed to have scuffs, markings on them, and were painted by the Tenants, and the door in the living room was sealed off with plastic around it and taped.
15. Damage caused by the domestic violence incident included a hole in the bathtub, a broken closet door, holes in the walls, and the bathroom vanity drawer was broken.
16. While I can appreciate that Ms. Holman did not willfully or negligently cause any of the damage due to the domestic violence incident that occurred in the rental unit which resulted in criminal proceedings against Mr. Hewton, this is a joint tenancy where two or more tenants are jointly responsible for the lease, share equal rights to possession, and are equally liable for rent and obligations under the Residential Tenancies Act, 2006 ('the Act'), which include damage caused within the rental unit.
17. Accordingly, I am satisfied on a balance of probabilities that the Tenant wilfully or negligently caused undue damage to the rental unit.

Damaged tiles and doors

18. The Landlord provided testimony and photograph evidence in relation the damaged flooring in the laundry room/ mud room, and the exterior doors throughout the rental unit. The Landlord testified that the doors had to be replaced due to scratches and damages caused by the Tenants' dog.
19. During cross examination the Landlord does not recall if or how the Tenants advised him of any maintenance issues or issues in relation to the cracked tiles/ flooring or the doors. He does recall the Tenant advising him of some issues, but there was no mention about the weather stripping around the doors.
20. The Landlord further testified under cross examination that the Tenant did notify him by email of the issues, at which point the Landlord testified that there were a lot of messages

between him and the Tenant and it was possible that he was advised of the issues about the floor cracking and the doors not being sealed properly.

21. Ms. Holman testified and provided text message evidence that she advised the Landlord about maintenance issues, which included the weather stripping around the doors. Ms. Holman testified that she fixed the weather stripping herself as the Landlord failed to fix it.
22. Ms. Holman further testified that the bottom of the doors were not sealed and there was a gap between the door and the tile flooring, and the weather stripping around the door, so when the weather got to minus 40 degrees, Ms. Holman could not keep the room at a temperature, no matter what she did as there was a draft, which resulted in water and snow coming in and cracking the tiles.
23. Ms. Holman testified and provided photograph evidence that the door in the living room had to be sealed off as there was a breeze, and that she had to weather seal all the doors off except for the one door that they used to enter and exit the rental unit.
24. Tenant testified that she advised the Landlord of them not use the living room door because they did want to damage the hardwood floor and that the doors have drafts and they needed to seal them off.
25. Ms. Holman provided a video showing snow blowing into the rental unit when the door was closed and showed that there was an issue with the door being sealed properly which she testified was provided to the Landlord. Ms. Holman testified that the flooring was not willfully or negligently damaged by either Tenant, but rather the room conditions due to weather, the door not being sealed, and the Landlord's failure to rectify the issue when notified.
26. I am not satisfied that the Landlord proved on a balance of probabilities that the Tenants willfully or negligently caused the damage to the flooring or the doors. After hearing evidence and testimony in relation to these issues, I find that any damage that was caused to the floor or doors were the result of the Landlord failing to meet their maintenance obligations with respect to these issues after problems were reported by the Tenant. Accordingly, even if the Tenant caused any damage to these items, I cannot find that the damage was undue or that it was caused wilfully or negligently.

Damages due to domestic incident

27. The Landlord testified, that he was advised by Ms. Holman and provided photographs of the damages caused by a domestic incident within the rental unit. The Landlord testified that there was a hole in the bathtub, the bathroom vanity was broken which includes a broken drawer and the vanity was shaking and could not be repaired, plumbing that needed to be done due to the new vanity getting installed, the bathroom light was hanging by wires, a broken closet door in the master bedroom, along with holes throughout the rental unit.
28. The Landlord provided an itemized quote from a contractor which (DOC ID 7238507) outline the costs for the repairs;

29. The Tenant testified that she did not willfully or negligently cause any of the damage, it was caused by a domestic dispute within the rental unit. Due to the sensitivity of the matter, I will not provide details as to what occurred, but I have considered them when determining my order as outlined.
30. The Tenant testified that the bathroom vanity was not broken, rather the drawer to the vanity and the hole in the bathtub was the only damage within the bathroom. There was no damage to the mirror, or the light within the bathroom.
31. The parties do not dispute that the only damage caused within the master bedroom was the closet door. The parties also do not dispute that during the incident of domestic violence Mr. Hewton put holes into the walls.
32. Therefore, I find the Landlord has proven on a balance of probabilities some of the damage, and I find that the Tenants are responsible for the following costs as outlined in the contractor's breakdown which total \$844.00;
1. Remove old caulking in the bathroom, install new one plus repair of the bathtub hole plus cost of material; totalling \$304.00
 2. Remove broken closet door in master bedroom install new one plus price of material; totalling \$330.00
 3. Patch all the holes in the walls sand it and paint to cover; totalling \$210.00
33. I am not satisfied the Landlord has proven on a balance of probabilities that the trim in the bathroom was required to be changed, the old vanity and new plumbing needed to be completed, or that the old light needed to be replaced and new electrical work needed to be completed, as there was no evidence or testimony provided by the Landlord to support this. Although the bathroom vanity drawer was broken and not disputed, I am not satisfied it is appropriate to order the Tenants to pay for the Landlord to upgrade the plumbing and the vanity as it was the drawer only that was broken which there was no evidence or testimony provided that the drawer was broken beyond repair. In addition, the light appeared to be hanging within the photographs provided, but I am not satisfied it is appropriate to order the Tenant's to pay for electrical work that needed to be completed or the light replacement, as the light did not appear to be broken. Upon reviewing the photographs of the drawer, it appeared as only the side was broken off, and it was not broken beyond repair.

Damages in the kitchen

34. The Landlord testified that the toe kick under the kitchen cabinets was missing and was damaged after the Tenant's moved into the property.
35. The Landlord further testified and provided a photograph as evidence that one of the kitchen cabinet doors was broken and hanging by the bottom hinge.
36. The Landlord testified and provided a photograph that the shelf in the refrigerator was broken and hanging.

37. The Landlord testified that the kitchen window needed to be repaired and provided an estimate for this repair. The estimate was for \$1,389.90, but the Landlord wrote on the bottom "kitchen window estimate not done, not paid \$389.90".
38. Ms. Holman testified that on the day she moved into the rental unit, she was vacuuming and cleaning the floors and the toe kick was not attached to the cabinets. She placed the toe kick into the shed/ garage as she didn't want to cause any damage. She was unsure if she advised the Landlord of this issue.
39. Ms. Holman further testified and provided a photograph as evidence that the shelf in the refrigerator was in tack when she vacated the rental unit, and that any damage caused was after she vacated the rental unit.
40. Therefore, I find the Landlord has proven on a balance of probabilities some of the damages, and I find that the Tenants are responsible for the kick toe damage caused which in the contractor's breakdown is \$245.00. I prefer the Landlord's evidence that it was in tack as the photographs did not show otherwise, while I can appreciate the evidence of the Tenant, but the Landlord was not notified of this issue, and the kick toe was never put back in place nor did the Tenant provide evidence or testimony of the condition of the kick toe after she vacated, and if it could be put back in place or not.
41. I find the Landlord has proven on a balance of probabilities the refrigerator shelf was damaged, but I find that Mr. Hewton is responsible for the damage in the amount of \$132.04 as outlined in the receipt provided, as this was caused after Ms. Holman vacated the rental unit as the evidence she provided supported this. I am satisfied that the Landlord has proven this damage was caused given the evidence provided and the quote from the contractor fixing the issue.
42. I am not satisfied the Landlord has proven on a balance of probabilities that the kitchen cabinet door could not be repaired as it appeared after reviewing the photograph, there was no damage beyond repair, and that the cabinet just required a new hinge at the top. Therefore, I am not satisfied that section 89(1) of the Act has been met as the repairing the hinges did not seem unreasonable, and the Landlord did not provide a reasonable cost that they incurred to fix the hinge.

Quarter round trim in both rooms and painting

43. The Landlord was not seeking the painting costs for the rental unit and was not seeking costs in relation to removal of the Tenant's belongings.
44. I did not hear any evidence or testimony in relation to the quarter round needing to be replaced or damaged in both rooms by the Landlord due to the Tenant's actions, therefore I am not satisfied that the Landlord has proven on a balance of probabilities that these items were damaged by the Tenants and this claim is dismissed.

Compensation for unpaid utility costs

45. The Former Tenant, Marc Hewton, failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlord testified that Mr. Hewton was

responsible for this expense as Ms. Holman already paid him her portion that was outstanding, and he was only seeking this amount against Mr. Hewton.

46. The Landlord incurred reasonable out-of-pocket expenses of \$227.62 as a result of the Former Tenant's failure to pay water costs. The Landlord provided uncontested testimony and documentation evidence to support this cost, and therefore, I am satisfied Mr. Hewton is responsible for this expense, and the Landlord has proven this amount owing.
47. I heard a lot of evidence and testimony and have considered everything to make this determination even if it is not specifically mentioned in this order.

It is ordered that:

1. Recovery against Ms. Holman under this order shall be limited to being in respect of \$1,089.00, in addition to Mr. Hewton being responsible for this amount, for the damages caused as outlined above, for which Ms. Holman remains joint and severally liable, and any interest accruing thereon. All other amounts owing to the Landlord as a result of this order may only be recovered from Mr. Hewton.
2. Mr. Hewton shall pay to the Landlord \$227.62, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility (water) costs.
3. The Former Tenant, shall pay to the Landlord \$201.00 for the cost of filing the application total.
4. The total amount the Former Tenant owes the Landlord is \$1,649.66*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Samantha Greaves
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$227.62
Damage Costs	\$1,221.04
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$1,649.66