



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: GODIN v KORFMAN, 2026 ONLTB 44559

Date: 2026-06-11

File Number: LTB-L-017678-25-RV

In the matter of: 114 KEN DR
PEMBROKE ON K8A6W5

Between: ROXANNE GODIN Landlord

And

IRENE KORFMAN Former Tenant
CHERYL KORFMAN

Review Order

ROXANNE GODIN (the 'Landlord') applied for an order requiring IRENE KORFMAN and CHERYL KORFMAN (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 resolved by order LTB-L-017678-25, issued on March 6, 2026.

On April 12, 2026, the Former Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 14, 2026, interim order LTB-L-017678-25-RV-IN was issued, staying the order issued on March 6, 2026.

This review request was heard by videoconference on June 3, 2026.

The Landlord and the Former Tenant attended the hearing. The Landlord and the Former Tenant Cheryl Korfman ('CK') participated in the review hearing.

Determinations:

1. Paragraph 15 of the March 6, 2026 order finds that scratches and discolouration to the rental unit's wood floor, near where the Former Tenant kept their couch, was caused by normal wear and tear.
2. Although the Landlord wished to re-argue the presiding Board Member's finding, above, at the review hearing, it is apparent from paragraph 6 of the order that the Member

considered the Landlord's evidence of the damage, including photographs, when the Member made his finding. The finding that the damage was caused by normal wear and tear is therefore rational, and the finding is entitled to deference.

3. At the review hearing, I took notice that the Board has consistently ruled that normal wear and tear does not represent "undue damage" as set out in subsection 62(1) of the *Residential Tenancies Act, 2006* (the 'Act'). This approach is consistent with a plain reading of the subsection, and also with the Act's tenant-protection focus.
4. Based on the above, since the presiding Member found that damage to wood flooring near the Former Tenant's couch was caused by normal wear and tear, I find that the Member erred when he ordered the Former Tenant to pay the Landlord's \$1,356.00 cost to rejuvenate the floor in paragraph 16 of the order. The proven damage was not "undue damage" as contemplated in subsection 62(1) of the Act.
5. In the circumstances, it is appropriate to grant the Former Tenant's request to review the March 6, 2026 order, and to vary the order by reducing the amount the Former Tenant must pay the Landlord by \$1,356.00. It is not necessary to include a new Schedule 1 or a new summary of calculations.

It is ordered that:

1. The request to review order LTB-L-017678-25, issued on March 6, 2026, is granted. The order is varied as follows:
2. The Former Tenant shall pay to the Landlord \$1,514.97, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall also pay the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$1,700.97.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.
6. The interim order issued on April 14, 2026 is cancelled. The stay of order LTB-L-017678-25 is lifted immediately.

June 11, 2026
Date Issued

Harry Cho
Vice Chair, Landlord and Tenant Board

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