



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Desouza v Gallo, 2026 ONLTB 45266

Date: 2026-06-12

File Number: LTB-L-020769-24

In the matter of: 20 ELMERS LANE
KING CITY ON L7B0P5

Between: Rodney Desouza Landlord
Gwendolyn Desouza

And

Leopoldo Gallo Former Tenant

Rodney Desouza and Gwendolyn Desouza (the 'Landlord') applied for an order requiring Leopoldo Gallo (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also 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 April 22, 2026.

The Landlord, the Landlord's representative Masoud Tchavoshi, the Tenant, and the Tenant's representative Jessica Tavares attended the hearing. Both parties provided written submissions which I have reviewed.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Tenant must pay the Landlord \$8,301.72.

Arrears

2. There is no dispute that the Tenant vacated the rental unit on March 13, 2023 as a result of the Court Enforcement Office (Sheriff) enforcing an eviction order. There is also no

dispute that the Tenant did not pay rent for February 1, 2023 to March 13, 2023. The parties also agree that the last month's rent deposit was already applied as part of an action at Superior Court and does not need to be applied in this order. The only dispute the parties have about the arrears is the amount of the lawful monthly rent. For the following reasons I find that the lawful rent was \$4,500.00 and that the outstanding arrears to March 13, 2023 are \$6,423.22.

3. The lease agreement lists the rent as \$5,800.00. However, the Landlord pursued a claim for rent arrears at the Superior Court and the parties' signed minutes of settlement where they agreed that the rent would be reduced to \$4,500.00 (DOC-7788246, page 4). The Landlord argues that the Tenant breached the minutes of settlement by not vacating the rental unit in accordance with it and therefore the agreement to reduce the rent does not stand. Nowhere in the minutes of settlement does it say that. The Landlord also relies on settlement discussions between the parties' representative to show that the Tenant agreed to pay the original higher rent amount for February 1, 2023 to March 13, 2023 (DOC-5015583). Nowhere in those emails is there any signed agreement by the Tenant. I find the minutes of settlement regarding the Superior Court application to be the definitive agreement between the parties regarding the lawful monthly rent.
4. I don't find either of the parties' submissions regarding the rent deeming rules in sections 135.1 and 136 of the *Residential Tenancies Act*, 2006 ('the Act') to be persuasive. Section 135.1 is about rent increases not decreases and section 136 only saves rent increases that have complied with section 116, or in other words the only thing wrong with the notice of rent increase is that it includes an impermissible amount (See: *Price v. Turnbull's Grove Inc.*, 2007 ONCA 408).
5. Neither party suggested that the rent decrease was a rent discount. The minutes of settlement support that the parties permanently agreed to reduce the rent.

Damages

8. The Tenant agrees to pay the Landlord \$35.00 for appliance removal and \$157.50 for pressure cleaning the exterior windows. The Tenant does not agree to pay the requested costs associated with damages to the floors, blinds, or to replace a mailbox key.
9. The Landlord testified that the rental property was brand new and had never been lived in before when the tenancy commenced on October 1, 2019. The Landlord provided photographs of the alleged damage taken on March 13, 2023 when the Tenant was evicted by the Sheriff.

Floors

10. I agree with the Landlord that some of the photographs show damage to the flooring that exceeds normal wear and tear (DOC-4816185, photographs 3-5). These photographs show deep and excessive scratches on the floor. I find those marks consistent with negligent or willful damage.
11. I agree with the Landlord that the photographs show some damage to the rental unit staircase (DOC-4816185, photographs 17-28). The Tenant testified this damage was

caused when someone assisting him moving out didn't notice that a wheel was missing on a luggage case. I find that to be negligent. However, I disagree with the Landlord this is significant damage or are deep scratches. The scratches largely look surface level.

12. While the other photographs of the floor also show some scratches (DOC-4816185, photographs 1-2, 6-8, 10-16 I find those marks to be consistent with normal wear and tear. This was a four-year tenancy and some minor scratches on the floor are not unexpected. I also accept the Tenant's testimony that some of the damage to the floor was caused by door handles falling off and therefore not the Tenant's actions. The Tenant testified that the new build had defects, screws were coming out of the door handles, and that the builder came back to address the issue.
13. The Landlord testified that he only repaired the part of the floor that was damaged. However, the Landlord also testified that the whole plank of flooring had to be removed to fix the damages on each plank. The Landlord also testified that 8 stairs were damaged but then agreed that his invoice says that 17 were repaired. The Landlord testified that all the stairs had to be re-stained to match.
14. The Landlord got multiple estimates to fix the floors (DOC-4913697) and went with the cheaper option. The Landlord testified that sanding the floor would have been more expensive than replacing it. The Landlord ultimately paid \$8,265.95 (DOC-2933154, page 2).
15. The Tenant got his own quote to fix the flooring (DOC-7788246, page 17). This quote is based on photographs and not an actual inspection of the rental unit. The Landlord sent the Tenant an email asking for his floor guys contact information (DOC-7774137). The Landlord testified that the Tenant never got back to him. The Tenant testified that he got back to the Landlord in a verbal discussion.
16. The Tenant testified that he works in construction, was a general contractor, and built his current home. The Tenant testified that he offered to fix the staircase and that he had a painter who was willing to come and fix it. The Landlord denies this. I found both parties equally credible but ultimately the Landlord has the burden of proof.
17. I find that the Landlord took some steps to mitigate his damages by getting multiple quotes.
18. While I have found that the Tenant caused the damage outlined in paragraphs 10-11, I find the Landlord's costs to be excessive.
19. I have not found that the Tenant willfully or negligently caused all the damage alleged to the flooring and therefore the entirety of the invoices cannot be awarded.
20. While I find that the Tenant's guest did cause some negligent damage to the stairs, I disagree with the Landlord that this was deep level or significant damage.
21. Both parties provided quotes and neither called the person who made the quote as a witness. While the Tenant's quote was not based on an actual inspection, photographs can show the alleged damage and the area impacted.

22. I'm not satisfied on a balance of probabilities that the Landlord had to do repairs on all 17 stairs as opposed to just the damaged ones or had to remove entire floorboards to remove the scratches I have found were wilful or negligent damage. There are conflicting quotes, the Landlord failed to provide square footage measurements of the allegedly damaged areas, precise metrics regarding the repairs completed, or contractor testimony.
23. I find \$1,500.00 to be reasonable to repair the damage. I make that determination because the area that needed to be replaced is much smaller than alleged by the Landlord, some of the scratches were wear and tear, and some were not, I'm not satisfied that repairing could not have been done, the stair damage is largely surface level, there are conflicting quotes, and also in considering my experience at the Board.

Blinds

24. The Landlord testified that the blinds throughout the rental unit had parts ripped off, were torn, metal parts removed, and that a separation in the blinds formed. The Landlord testified that he spoke with the person who originally installed the blinds, and he said that the blinds could not be repaired.
25. The Landlord testified that 8 blinds had to be replaced. The Landlord testified that the blinds were not operational. In cross examination the Landlord agreed that the metal rod was not ripped off all the blinds.
26. The Tenant testified that the blinds were cheap, kept falling off, that he rarely touched the blinds, and that him and his family just left them stationary. The Tenant testified that if that many blinds were allegedly broken there is a problem with the blinds not the operator of the blinds. The Tenant provided a printout from the internet about the type of blinds he alleges were in the rental unit. I agree with the Landlord that the Tenant could be wrong about what specific type of blind was used.
27. While I agree with the Landlord that the photographs (DOC-4816185, photos 9, 37-47) show some damage to the blinds, I'm not satisfied on a balance of probabilities they were completely destroyed. The blinds also look fragile and some wear and tear of the blinds is expected in a four year tenancy. I accept the Tenant's testimony that the blinds kept falling off and that he and his family mostly just left the blinds stationary. For those reasons the Landlord did not prove on a balance of probabilities that the damage to the blinds was caused by the negligent or willful actions of the Tenant.

Central Vacuum Hose

15. I agree with the Landlord that the photographs show negligent or wilful damage to the central vacuum hose (DOC-4816185, photos 52-53). The hose looks like it's been chewed on. The Tenant agreed that his dog chewed it.
16. The Landlord testified that he cannot just buy a new wand because the part to attach it is gone. The Tenant testified that this part breaks all the time and can be easily fixed for \$20.00 - \$30.00.

17. The Landlord spent \$282.50 to replace the central vacuum hose (DOC-2933154, page 6). I find those costs to be reasonable. I accept the Landlord's testimony that he could not just buy a cheap replacement part. The photographs show significant damage to the item.

Mailbox Key

18. The Landlord's request for the cost to replace the mailbox key because the Tenant did not return his is denied. The Landlord filed this claim as damage to the rental unit or complex. It is not damage.

Costs

19. The Landlord states the following in their written submissions:

"The TT on two occasions engaged in misconduct and misbehaved infringing upon the Hearing protocols and when responding to the LL's questions and instead became abusive and hostile towards the LLR. Such conduct by the TT ought not be rewarded. The LLs seek for the Member's discretion to order costs of \$200 for each misconduct for a total of \$400 against the TT and for his abusive conduct."

20. The Landlord has provided insufficient information for me to know what he is referring to. Costs outside of an application filing fee are rare at the Board. I'm not satisfied that the Tenant's behaviour during the hearing was unreasonable such that a cost award should be ordered.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$8,301.72. This amount represents:
 - \$6,423.22 for unpaid rent for February 1, 2023 to March 13, 2023.
 - \$1,692.50 for the reasonable costs the Landlord incurred as a result of damage.
 - \$186.00 for the cost of filing the application.
2. If the Landlord does not pay the Former Tenant the full amount owing on or before June 23, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Amanda Kovats
Member, 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