



Order under Section 89 Residential Tenancies Act, 2006

Citation: TOTA v WILCHES, 2026 ONLTB 44446

Date: 2026-06-11

File Number: LTB-L-043117-25

In the matter of: 102 DESTINO CRES
WOODBIDGE ON L4H3E1

Between: Maksim Tota
Pranvera Tota
Landlords

And

Maria Veronica Guerra Wilches
Jonnathan Andres Ordonez Iniguez
Former Tenants

Maksim Tota and Pranvera Tota (the 'Landlords') applied for an order requiring Maria Veronica Guerra Wilches and Jonnathan Andres Ordonez Iniguez (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was originally heard on March 31, 2026, and the hearing commenced and was adjourned for lack of time to finish the proceedings, and I was seized.

The Landlord's Legal Representative, Faduma M. Omar and the Landlord's attended the hearing.

The Tenant's Legal Representative, Agatha Small and the Former Tenants attended the hearing. A witness for the Former Tenants, Lorena Iniguez attended the hearing. Maria Eulalia Wilches an interpreter for the Former Tenants, Jonnathan Andres Ordonez Iniguez and the Former Tenant's witness attended the hearing.

The matter reconvened on June 3, 2026.

The same parties attended the hearing from the hearing on March 31, 2026.

Preliminary Issue:

1. At the hearing on March 31, 2026, the Landlord's evidence and cross examination was concluded and the hearing on June 3, 2026, was commencing with the Former Tenant's evidence.
2. I raised a preliminary issue that after considering and reviewing the Landlord's evidence from the last hearing, there were a few items from the damage chart, that I would not consider damages. and therefore, I did not need to hear from the Former Tenants regarding these items.
3. The Landlord's Legal Representative was given an opportunity to provide submissions as to why I should consider these items damages.
4. The items from the damage chart (DOC-7669091) that I will not be considering damages are as follows:
 - Item 1 from chart- Garbage Removal and Disposal- \$872.62
 - Item 4 from chart- Professional Cleaning- \$750.00
 - Item 10- AC Appointment- \$111.87
5. Under section 89 of the Act, 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.
6. I find the charges related to garbage removal, professional cleaning and costs associated with the AC appointment are not for the repair or replacement of damaged property. Rather, the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlord incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense can be claimed under section 88 (1) of the Act. Therefore, I am denying the Landlord's claim under section 89 of the Act.
7. Therefore, I did not hear submissions from the Former Tenants regarding the above items.

Determinations:

8. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities.
9. The Former Tenants vacated the rental unit on June 30, 2024.
10. The application was filed on June 2, 2025, which was within one year after the Former Tenants ceased to be in possession of the rental unit.

11. The Landlords is not holding a Last Month Rent Deposit.
12. The Landlords also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damage

13. The Landlords claims the following damages:

- a. Damage to Walls/Doors and Exterior Brick-\$923.20
- b. Damage to Hardwood Floors- \$2,542.50
- c. Damage to Plumbing-\$632.79
- d. Damage to Dryer- \$429.40
- e. Damage to Carbon Monoxide Detectors-\$293.78
- f. Damage to Kitchen Cabinets-\$344.51
- g. Missing TV Bracket- \$293.78
- h. Damage to Garage Door Opener-\$197.93

Damage To Walls/Doors and Exterior Brick- Landlord's Evidence

14. The Landlords provided photographs showing damage to a door in the master bedroom, the photograph shows scratches and a hole in the door. DOC-5728077, Pages 20-21, and 27
15. The Landlords provided photographs that show damage to the walls with scratches or holes of the wall on the main floor near the kitchen, hallway near master bedroom, main floor stairs, closet in bedroom that shows scratches and damage to the wall. DOC-5728077, Pages 22-25
16. The Landlords provided a photograph of a bedroom that was painted by the Former Tenants and asserts the Former Tenants did not obtain permission from the Landlords to do so. DOC-5728077, Page 26. The Landlords provided a photograph of the room how it looked prior to the Former Tenants painting the room. DOC-5728077, Page 38.
17. The Landlords provided a text message from the Former Tenants to the Landlords, that stated in part the Former Tenants were aware that the Landlords was upset they painted the room, and they would paint it back to the original green colour if she liked. DOC-5728077, Page 43.
18. The Landlords testified they purchased the green paint for the bedroom. A copy of the invoice was provided dated November 11, 2024, from Colour X Major Mackenzie in the amount of \$75.70. DOC-5728077, Page 40.
19. The Landlords provided photographs of a piece of wood that had been drilled to the brick on the exterior of the rental unit. The Landlords testified the Former Tenants drilled this so that they could put up a door. DOC-5728077, Page 41-42.

20. The Landlords provided an invoice from Van's Painting dated November 11, 2024, for \$847.50, inclusive of HST. The description of the invoice was for a) repainting the pink room back to original green b) patching the drywall punctures c) patching, sanding, painting the master bedroom door d) filling the holes in the brick wall outside. There was not an individual breakdown of costs for each item. DOC-5728077, Page 47.

Damage To Walls/Doors and Exterior Brick- Former Tenant's Evidence

21. The Former Tenant, Jonnathan Andres Ordonez Iniguez testified he recognized the photos from the Landlord's evidence package and the Former Tenant's did not do this damage to the doors and the walls. DOC-5728077, Page 21 and 27.
22. He testified when they first took occupancy of the rental unit, it was not new and there were many holes and scratches on the walls.
23. He testified the Former Tenants painted the bedroom from a green colour to a pink colour, they did not ask for permission from the Landlords prior but while they were in the process of painting the Landlords agreed. DOC-5728077, Page 26
24. He testified the Former Tenants hung a crib protector from the ceiling in the bedroom and once they removed it there were some small holes on the ceiling. He testified they offered to repair the holes, and the Landlords advised them to just leave it. DOC-5728077, Page 32.
25. He testified the Former Tenants installed a baby gate on the stairs so that the children would not fall. He stated the baby gate came with a metal plate that was drilled to the wall and once removed left holes on the wall. DOC-5728077, Page 33.
26. He testified the Former Tenants placed a piece of wood against the side of the house by attaching it to the brick as there was no gate there to keep the children in the yard and they installed one. He testified there was no gate there when they moved in, however, there were already holes in the brick where he assume there was a gate originally. He states they did not drill any new holes and secured the wood using the existing holes. DOC-5728077, Page 41-42.
27. He testified when they moved into the rental unit there was a television bracket on the brick wall in the living room, they removed it as it was not the correct size for their television. They placed the Landlords television bracket in the cold room. They installed their own television bracket and did not drill any new holes and used the holes that were already there.
28. On cross examination, he testified when they moved into the rental unit, they did not ask the Landlords to fix the holes and scratches to the walls.

Damage to Walls/Doors and Exterior Brick- Analysis

Analysis

29. I do not find the Former Tenants damaged the bedroom by changing the paint colour from a green to a pink colour. While I accept the Former Tenants could have requested permission of the Landlords prior to painting the room, the charge associated with this is not for the repair or replacement of damaged property. Rather, the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlords incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense can be claimed under section 88 (1) of the Act.
30. I am also persuaded by the Former Tenant's testimony there was already holes in the brick where the Landlords had at one point had installed a gate there and the Former Tenants used the same holes to install their gate.
31. I am also persuaded by the Former Tenants the holes in the living room where the Landlords had installed a television bracket existed when they moved in. There was no dispute from the Landlords they had installed a television bracket for the Former Tenants to use.
32. I am persuaded by the Landlord's evidence and testimony that there were holes in the rental unit to the walls and the doors that exceed normal wear and tear. I accept the Former Tenants submissions that they hung a crib protector from the ceiling and a baby gate at the rental unit. However, these holes exceeded normal wear and tear, and the Former Tenants are responsible for the repair.
33. The Former Tenants state when they moved into the rental unit they did not ask the Landlords to repair the scratches and holes to the walls. If there were large holes and scratches to walls, ceilings and doors, it would have been reasonable and appropriate for the Former Tenants to report this to the Landlords.
34. There was no breakdown of costs on the invoice the Landlords provided.
35. Therefore, I find it appropriate to issue a remedy in the amount of \$400.00 plus HST, being \$452.00 which I find would be a reasonable amount to repair the damage to the walls, ceiling and door.

Damage to Hardwood Flooring- Landlord's Evidence

36. The Landlords provided photographs of the condition of the hardwood floors before the Former Tenants moved into the rental unit. The photographs were taken January 2022 and April 2022. These photos show the hardwood in good condition free of scratches and discoloration. DOC-5728077, Page 70,71 and 75.

37. The Landlords provided a photograph they took on July 1, 2024, showing damage to the hardwood floor which shows areas of discolouration, scratches and animal feces. These photographs were from the main floor. DOC-5728077, Page 49-52 and Pages 56-64.
38. The Landlords testified the Former Tenants have two dogs and believe the damage was caused by the animal feces and the dog scratching the floor, and this damage was beyond normal wear and tear. They noted the hardwood was wet and they believed it was pet urine.
39. The Landlords provided a copy of a quote in the amount of \$2,542.50, to sand the hardwood down and put a sealer on it and testified it is approximately 500 sq feet. DOC-5728077, Page 53.
40. The Landlords provided an e transfer they sent to the owner of the flooring restoration company from August 30, 2024, in the amount of \$1,500.00, this amount represents a partial payment as he wanted a payment halfway through the restoration and then a final payment once completed. DOC-5728077, Page 65.
41. The Landlords provided a second e-transfer from September 7, 2024, in the amount of \$1,042.00, for the completion of the restoration of the hardwood flooring. DOC-5728077, Page 68.

Damage to Hardwood Flooring- Former Tenants Evidence

42. The Former Tenant, Maria Veronica Guerra Wilches testified when they moved in the hardwood was not in great shape and had some scratches and discolouration. She states the photographs the Landlords provided of the wood floor was how it looked when they moved in. DOC-5728077, Page 49-52.
43. She testified when they vacated there were a few more small scratches to the flooring that was caused by their furniture but was normal wear and tear.
44. She testified they have 2 small dogs, once is approximately 4 lbs and the other approximately 5lbs. She states the dogs are in a kennel on the 2nd floor when they are not home.
45. She testified they did a very through clean of the rental unit when they vacated and cleaned the hardwood floors and they were in the same condition as before they moved in except for a few small surface scratches.
46. On cross examination she testified the photograph that the Landlords provided of the flooring being in great condition before they moved in, was not the area that the Landlords are claiming was damaged. DOC-5728077, Page 71.
47. On cross examination she testified they had small carpets they would place over the wood floors on the main floor for the dogs; however, they were not down all the time.

Damage to Hardwood Flooring- Former Tenants Witness

48. Lorena Iniguez testified that the Former Tenants are her son and daughter in law.
49. She testified that she is an occupant of the rental unit and resides mostly in the basement.
50. She testified she helped clean the wood floors when they vacated and the floors were shining and in prefect condition when they left, free of large marks.
51. She states the marks that were on the hardwood when they vacated were superficial and not profoundly and was normal wear and tear.
52. On cross examination she testified they had 2 dogs, and they had 2 small rugs over some of the hardwood flooring.
53. On cross examination she testified the picture that the Landlords provided was not the condition of the hardwood floors when they vacated. DOC-5728077, Page 56

Damage to Hardwood Flooring- Analysis

54. I am persuaded by the Landlord's testimony and evidence that the hardwood flooring was damaged by the Former Tenants beyond normal wear and tear.
55. I find the amount the Landlords is requesting to be a reasonable amount for sanding and sealing the damaged hardwood floor.
56. Therefore, I will be ordering the Former Tenant to pay \$2,542.50, which I find a reasonable amount to repair the hardwood flooring.

Damage to Plumbing- Landlord's Evidence

57. The Landlords testified there was damage to the plumbing under the kitchen sink, and the dishwasher was not draining. They testified the pipe had been cut under the sink and taped back together. A photograph was provided of the taped together plumbing and the drain in the dishwasher plugged. DOC-5728077, Page 112-113.
58. The Landlords testified because of the water leaking from the damaged plumbing water was leaking into the basement. A photograph was provided showing water damage to the ceiling in the basement. DOC-5728077, Page 120-121.
59. The Landlords testified before the Former Tenants moved into the rental unit; they had hired a plumber to check all the plumbing in the property to ensure it was in good working condition. A text message from April 24, 2022, was provided confirming this. DOC-5728077, Page 123.
60. The Landlords testified at no time during the tenancy did they receive any maintenance requests from the Former Tenants regarding any issues with plumbing.

61. The Landlords testified the kitchen sink faucet was also broken and needed to be replaced at a cost of \$203.39. A picture of the broken faucet was provided. DOC-5728077, Page 128. A Costco receipt for the faucet was also provided in the amount of \$203.39. DOC-5728077, Page 118.
62. The Landlords provided a paid invoice from Premium Plumbers in the amount of \$429.40, for replacing kitchen drain assembly, replacing cracked plumbing ring, re connect dishwasher and install new kitchen faucet.

Damage to Plumbing- Former Tenant's Evidence

63. The Former Tenants, Jonnathan Andres Ordonez Iniguez testified at no time did they alter the plumbing or call a plumber to do any plumbing at the rental unit.
64. He testified during their tenancy; they never had any issues with the sink or the plumbing under the sink.
65. He testified the plumbing never leaked and the dishwasher was always functioning.
66. He testified the photographs the Landlords provided of the plumbing was exactly how it looked when the tenancy began. DOC-5728077, Page 112-117.
67. He recalls the Landlords sent a plumber to the rental unit at some time during their tenancy to check all the plumbing but could not recall the date.
68. On cross examination, he testified because he is not a plumber, he did not do a full plumbing inspection before moving into the property.

Damage to Plumbing- Analysis

69. I am persuaded by the Landlord's testimony and evidence that the Former Tenants damaged the plumbing. It was uncontested the Landlord's had done a plumbing inspection by a plumber at the rental unit. I find that it would be unlikely that a plumber during an inspection would not notice a taped pipe under a sink and investigate further. This leads me to believe that the plumbing issue was caused by the Former Tenants during their tenancy.
70. I find the amount of \$203.39 to be a reasonable amount to purchase a new kitchen faucet and the amount of \$429.40, for replacing kitchen drain assembly, replacing cracked plumbing ring, re connect dishwasher and installing new kitchen faucet.
71. Therefore, I will be ordering the Fortner Tenants to pay the Landlords the amount of \$632.79.

Damage to Dryer- Landlord's Evidence

72. The Landlords testified on June 26, 2022, the Former Tenants reached out and asked the Landlords if they could come and look at the dryer as the lint dispenser had fallen out and

was in the dryer drum with their clothes and the dryer was making a noise. A text message was provided. DOC-5728077, Page 131.

73. The Landlord's testified the dryer was purchased brand new on June 1, 2022. They provided a copy of the delivery notice from Costco. DOC-5728077, Page 133.
74. The Landlords testified they were present for the delivery of the dryer, and the Former Tenants were instructed to never overload the machines as it will dry properly.
75. The Landlords testified after the Former Tenants moved out it was discovered that the new dryer was not functioning properly and had been damaged by the Former Tenants. The Landlords hired a repair technician from Real Appliance Repair. A copy of the invoice was provided in the amount of \$429.40. The invoice stated it was for parts and labour; the problem was the rotation system because of too heavy of loads and two front roller assemblies needed to be replaced. DOC-5728077, Page 132.

Damage to Dryer- Former Tenant's Evidence

76. The Former Tenant, Maria Veronica Guerra Wilches testified when they first moved into the rental unit, they had issues with the dryer as it was making a loud noise. She testified they notified the Landlords of this on June 26, 2022. The Landlords sent a technician to the rental unit and were advised it was too much to fix, so the Landlords purchased a new dryer that she believes was delivered approximately three weeks after. DOC-5728077, page 131.
77. She testified during their tenancy they never had any issues with the new dryer, and they used it right up until about a week before they vacated.
78. On cross examination, she testified they did not put heavy loads into the dryer at any time.

Damage to Dryer- Analysis

79. While I accept the invoice from Real Appliance Repair for the dryer repair makes mention "the problem was the rotation system because of heavy load", there was no evidence before me that the Former Tenants were overloading the dryer. The dryer service person was not present at the hearing to provide any expert testimony that the only reason for this dryer failure was that the Former Tenants were overloading the dryer.
80. I am not persuaded the Former Tenants damaged the dryer.
81. Therefore, I will not be ordering a monetary remedy for this issue.

Damage to Carbon Monoxide Detectors- Landlord's Evidence

82. The Landlords testified they had placed 2 carbon monoxide detectors at the rental unit that were plugged into an electrical outlet, one in the kitchen and one in the breakfast area. They stated they wanted to have two in the kitchen area as the stove is gas.

83. They testified the Former Tenants told them they had removed these detectors so after the Former Tenants vacated, she was required to purchase 2 new detectors.
84. The Landlord's provided a text message from the Former Tenants that confirm they unplugged the detectors as their three-year-old child kept unplugging them and taking the batteries out and putting them in er mouth and they considered this a safety issue. DOC-5728077, Page 138.
85. The Landlords provided a photograph of the carbon monoxide detectors that the Former Tenants had unplugged and were missing. DOC-5728077, Page 140.
86. The Landlords provided a Home Depot receipt for the replacement of 2 plug in detectors in the amount of \$180.73. DOC-5728077, Page 139.
87. The Landlords testified the Former Tenants also disconnected the smoke and CO2 alarm that was hard wired. A photograph was provided of the hard-wired detector. DOC-5728077, Page 141.
88. The Landlords provided a copy of an invoice from Kings Power Electrical Inc in the amount of \$113.00, which states it is for checking and testing all smoke/co detectors on all floors, inserted batteries and hooked up ground floor detector. DOC-5728077, Page 142.

Damage to Carbon Monoxide Detectors- Former Tenant's Evidence

89. The Former Tenant, Maria Veronica Guerra Wilches testified when they moved into the rental unit there were 2 plug in carbon monoxide detectors, one in the kitchen and one between the kitchen and living room. The one in the kitchen was plugged in up higher and the other one was plugged in closer to the floor.
90. She testified they unplugged these from the electrical outlets and left them on top of the fridge when they vacated.
91. She testified they removed them as their child was unplugging them and putting them in her mouth.
92. On cross examination, she testified there were not enough electrical outlets in the kitchen to have them plugged in as they needed the outlet for kitchen appliances.
93. On cross examination, she testified she does not believe there were any other carbon monoxide detectors in the home. She states there is a wired fire alarm on the upper level but does not believe that it is also for carbon monoxide.
94. On cross examination, she testified that she never touched or altered the wired fire alarm.

Damage to Carbon Monoxide Detectors- Analysis

95. I do not find the fact the Landlord assert the Former Tenants removed the plug in carbon monoxide detectors to be damages. I am also persuaded by the Former Tenants that they

left these detectors on top of the fridge when they left. Even if I am wrong, I would not consider the fact they were missing to constitute damages. Rather, the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlords incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense can be claimed under section 88 (1) of the Act.

96. There was also no evidence before me to suggest the Former Tenants tampered with the wired in fire/CO2 detector.

97. Therefore, I will not be awarded a monetary remedy for this issue.

Damage to Kitchen Cabinet- Landlord's Evidence

98. The Landlords testified after the Former Tenants vacated they found damage to the kitchen cabinets.

99. They provided a photograph that shows a piece of the cabinetry, which they state is from the pantry, laying on the kitchen floor. DOC-5728077, Page 144.

100. They provided a photograph of a valance piece missing from the cabinetry. DOC-5728077, Page 148.

101. They testified the quotes for repair from a carpentry company were very high and were coming in over \$1,000.00. They decided to try and match the damaged parts as best as possible by purchasing it from Home Depot and install themselves. A copy of the Home Depot receipt was provided in the amount of \$344.51. DOC-5728077, Page 146.

Damage to Kitchen Cabinet- Former Tenant's Evidence

102. The Former Tenant, Maria Veronica Guerra Wilches testified she does not recall the wooden piece as shown in the Landlords photograph being off and laying on the floor or the valance piece missing. when they vacated. DOC-5728077, page 144 and 147.

103. She testified during the tenancy they did not damage or have any pieces of the cabinetry fall off.

104. On cross examination she testified when they moved into the rental unit there was a small piece missing from one of the cabinets, and they did not notice until about one year into their tenancy and did not notify the Landlords and it did not bother them.

Damage to Kitchen Cabinet- Analysis

105. I am persuaded by the Landlord's evidence and testimony that the Former Tenants damaged a portion of the kitchen cabinets.

106. The Former Tenants state they noticed a small piece missing from the kitchen cabinets about a year into their tenancy but did not notify the Landlords as it did not bother them. If this was the case it would have been reasonable and appropriate for the Former Tenants to report this to the Landlords.

107. I also find the Landlords are requesting a reasonable amount and did not chose the more expensive option of having a cabinetry company fix the damage as the quote was very high and they chose to keep the costs lower by buying the supplies and installing themselves.

108. Therefore, I will be ordering the Former Tenants to pay the Landlords, \$344.51, which is the reasonable amount to repair the kitchen cabinet.

Missing TV Bracket- Landlord's Evidence

109. The Landlords testified there was a TV bracket on the wall in the family room when the Former Tenants moved in. They provided a photograph from the rental ad that shows a television hanging on this wall. DOC- DOC-5728077, Page 156.

110. The Landlords testified they left the tv bracket on the wall for the Former Tenants so they could hang their television on it and when they vacated it was missing. They provided a photograph showing the bracket hanging on the wall. DOC-5728077, Page 154.

111. They also provided a photograph from July 1, 2024, showing the TV bracket missing from the wall. DOC-5728077, Page 155.

112. The Landlords testified they had to replace the television bracket and provided a receipt from Best Buy in the amount of \$293.78. DCO-5728077, Page 153.

Missing TV Bracket- Former Tenant's Evidence

113. The Former Tenant, Maria Veronica Guerra Wilches testified they removed the television bracket to install their own and they left the Landlords bracket in the cold room when they vacated.

114. On cross examination, she testified they did not notify the Landlords the bracket had been left in the cold room.

Missing TV Bracket- Analysis

115. I do not find the fact the Landlords assert the Former Tenants removed the television bracket they were provided at the beginning of the tenancy and did not replace to be damages. I am also persuaded by the Former Tenants that they left the television bracket in the cold room when they left. They should have told the Landlord's that this is where the television bracket was left. Even if I am wrong, I would not consider the fact the television bracket was missing to constitute damages. Rather, the costs are associated with substantial interference with the Landlords' reasonable enjoyment or lawful right, privilege or interest, and the Landlords incurred out-of-pocket expenses as a result of the

conduct. This type of out-of-pocket expense can be claimed under section 88 (1) of the Act.

116. Therefore I will not be ordering a monetary remedy.

Damage to Garage Door Opener- Landlord's Evidence

117. The Landlords testified at the beginning of the tenancy the Former Tenants were provided 2 garage door remotes, and both were the brand, Lift Master. They testified at the end of the tenancy the Former Tenants returned two garage door remotes; however, one had been replaced by another brand, Chamberlain. They provided a photograph of the two returned remotes. DOC-5728077, Page 166.

118. The Landlords testified that neither of the remotes were working when returned, and they tried to change the batteries, however, this did not rectify the issue.

119. The Landlords testified that the chip inside the Lift Master remote was missing and that is why that remote was not working. A photograph of the remote missing the chip was provided. DOC-5728077, Page 167 and 168.

120. They testified when they were at the rental unit after the Former Tenants had vacated, they heard the garage door opening and found the Former Tenants had opened the garage doors and stated they were looking for packages.

121. They testified they were concerned that the Former Tenants somehow still had access to open the garage door and immediately replaced the remotes in April 2022.

122. They provided a receipt for two new Lift Master remotes in the amount of \$197.73. DOC-5728077, page 169.

Damage to Garage Door Opener- Former Tenants' Evidence

123. The Former Tenant, Maria Veronica Guerra Wilches testified they were given 2 garage remotes when they moved in, one was a Lift Master and the other a Chamberlain as shown in the Landlord's photographs. DOC 5728077, Page 166.

124. She testified during the tenancy they used both remotes. She states they used one and the other one was used by her in-laws as they had to go through garage to access the basement.

125. She testified both remotes were for one garage door.

126. She testified the remotes were left at the property when they vacated and testified the remotes were working on the day they vacated as they had to open the garage door to be able to move belongings from the basement. She states there was not a keypad on the exterior of the property and the only way to open the garage door was with a remote.

Damage to Garage Door Opener- Analysis

127. I accept the Landlord's testimony that was uncontested by the Former Tenants that they were provided two remotes for the garage at the beginning of the tenancy.
128. I also accept the Former Tenants were required to use at least one of the garage door remotes on move out day as that was the only way to access the basement and furniture needed to be moved out from that area.
129. The Landlords did not provide any evidence that both remotes that were provided to the Former Tenants were Lift Master.
130. I accept the Former Tenants testimony that they were provided with one Lift master remote and one Chamberlian remote.
131. I am persuaded by the Landlords evidence and testimony that one of the remotes had the chip completely missing when the Former Tenants vacated, and I constitute this as damage.
132. I find the amount for the remotes replacements to be reasonable.
133. Therefore, I will be ordering the amount of \$98.87, which represent the costs to replace one of the garage door remotes.

Video Evidence

134. The Former Tenants provided videos that the Former Tenants took on the date they vacated showing the condition of the rental unit. DOC-7634898, DOC-7634928, DOC-7634961, DOC-7634967, DOC-7635025
135. The Tenant's Legal Representative asserts these videos show the unit being left in a good condition free of damages.
136. The Landlord's Legal Representative asserts these videos do not show any close ups of where the alleged damage was and is a quick scan of the rental unit. She asserts you cannot tell the condition of the hardwood floors in these videos. She asserts that areas of damage have also been left out in the videos including the damage to the door in the master.
137. I have reviewed the videos in their entirety and while I appreciate these videos show the rental unit was left in a clean condition. The videos do not establish that the rental unit was free from damage. I find the videos were a rapid surface level walkthrough of the property. The camera pans to quickly to provide a clear depiction of the unit and avoids filming some areas where the alleged damage was. Regarding the hardwood floors the

video moves far too quickly to show the actual condition of the floor to prove there was no damage.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$4,070.67, which represents the reasonable costs the Landlords incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owes the Landlords is \$4,256.67.
4. If the Former Tenants does not pay the Landlords the full amount owing on or before June 22, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Trish Carson
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.