



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: ORLANDO v LAROSE, 2026 ONLTB 45992

Date: 2026-06-17

File Number: LTB-L-072116-25

In the matter of: 6, 29 DESJARDINS ST
GARSON ON P3L1N8

Between: Raffaele Orlando

Landlord

And

Shari Larose

Tenant

Raffaele Orlando (the 'Landlord') applied for an order to terminate the tenancy and evict Shari Larose (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 8, 2026.

Only the Landlord's legal representative Jennifer Murray and the Landlord attended the hearing.

As of 10:04 a.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. At the hearing, the Landlord stated that the Tenant vacated the rental unit December 31, 2025. The Landlord requested to amend the application to seek an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred to repair or replace undue damage to property in the amount of \$1,103.80. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

2. I granted the request to amend as I am satisfied that the Tenant was on notice of the Landlord's request to amend the application. The Tenant responded by email to the Landlord when the Landlord served the amended application on the Tenant, and the Landlord's legal representative stated that the parties had attempted to mediate the amended claim.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on December 31, 2025 by agreement with the Landlord. The last month's rent deposit of \$2,075.00, collected April 1, 2025, was applied to the last month of the tenancy but no interest was paid on the deposit. Interest on the rent deposit in the amount of \$39.09 is owing by the Landlord to the Tenant and shall be offset against the amount owing by the Tenant to the Landlord.
5. As explained below, the Landlord has proven on a balance of probabilities some of the claim for compensation in the application. Therefore, the Tenant must pay to the Landlord \$386.10, which represents the reasonable out-of-pocket costs the Landlord has incurred to repair undue damage to walls in the rental unit and the application filing fee less the amount owed to the Tenant for interest on the rent deposit.

Compensation for damages

Holes in walls

6. The Landlord testified that after the Tenant vacated the rental unit, they discovered that the Tenant had patched many holes in the walls. The Landlord testified that the holes were the result of hanging photos, paintings, and shelving, and that there were also some patches which appeared to be a result of someone punching the walls.
7. The Landlord testified that he purchased the building shortly before the tenancy began and the rental unit was renovated immediately prior to the Tenant moving into the unit in April 2025. The Landlord submitted photos into evidence [DOC-7793012] which show the rental unit prior to the tenancy and on January 1, 2026 after the Tenant moved out.
8. The January photos show multiple patched areas on the walls of the kitchen, family room, and bedrooms. The Landlord submitted that this is damage beyond ordinary wear and tear and submitted an email dated January 10, 2026 from "Luc Simon" who claims that they did 14 hours of mudding, skimming, and fixtures in the rental unit as well as 14 hours of painting. It states that they charged \$30 per hour for 28 hours, equalling \$840.00.
9. The Landlord testified that he has used this individual in the past for repair and painting and this is a very reasonable hourly rate. The individual patched, repatched, sanded, primed, and painted the entire rental unit.
10. The photos submitted by the Landlord do not show much detail. They show some walls in bedrooms, the family room, and the kitchen with multiple small patches, and one wall with at least four larger patches.
11. Although the Act does not define "undue damage," I think it is fair to say that "undue" refers to damage that is beyond what is reasonably expected normal wear and tear. Undue

damage is therefore physical damage to the unit that is reasonably considered excessive or unnecessary. Hanging shelves or paintings and photos is not wilful or negligent damage.

12. I am satisfied, on a balance of probabilities, that based on the photos and the Landlord's uncontested testimony, the large patches were the result of negligent or wilful undue damage rather than ordinary wear and tear and that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused this damage.
13. I do not find that the amount claimed by the Landlord to patch and repaint to be reasonable. It is not obvious from the photos that the walls needed to be repatched and sanded to replace the patching work done by the Tenant, nor that the entire rental unit needed to be fully re-primed and painted. The Landlord did not lead evidence of any other quotations received for the work done. While I do not have evidence of the square footage of the rental unit, the photos do not show damage that would require three full days of work (24 hours) to repair. Based on the damage in the photos, I find that a reasonable cost to repair the wall with the large patches and to repaint the rental unit as needed to cover the patches is \$240.00, which represents eight hours of work at the painter's hourly rate.

Damage to doors

14. The Landlord testified that former guests of the Tenant came to the building and damaged the secure door to the residential complex by trying to force their way into the building. They also attempted to break into the rental unit and damaged the door frame. The police were called after the first break-in attempt, and the individuals were issued a trespass notice. They returned to the building on another date and again caused damage attempting to enter.
15. Subsection 89(1) of the *Residential Tenancies Act, 2006* (the "Act") states:

A landlord may apply to the Board for an order requiring a tenant or former 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,

- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or **a person permitted in the residential complex by the tenant or former tenant** wilfully or negligently causes or caused undue damage to the rental unit or the residential complex [emphasis added]

....

16. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant **permitted** in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by damaging the doors.
17. Persons attempting to break into the rental unit or residential complex were obviously not permitted in the residential complex by the Tenant, which is the requirement of the Act.

18. This ground of the application is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025.
2. The Tenant shall pay to the Landlord \$240.00, which represents the reasonable costs of repairing the damage.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes the Tenant \$39.09 for interest on the last month's rent deposit from April 1, 2025 to December 31, 2025 and this amount is deducted from the amount owing by the Tenant to the Landlord.
5. The total amount the Tenant must pay the Landlord is \$386.10.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Margo den Haan
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.