



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-046963-25

In the matter of: 84 HEIMAN ST
KITCHENER ON N2M 3L6

Between: Svetlana Poliakov Landlord

and

Kourtney Greenfield Parrott Former Tenant

Svetlana Poliakov (the 'Landlord') applied for an order requiring Kourtney Greenfield Parrott (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 14, 2026.

The Landlord and his representative, Sarah Vaz, and the Former Tenant attended the hearing.

The Tenant testified that she did not check her email so she did not have time to review the Landlord's evidence. The matter was held down for the Tenant to review all the evidence. When the hearing resumed the Tenant indicated she was prepared to proceed.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant must pay to the Landlord \$4,970.00, which represents the reasonable costs the Landlord incurred as a result of the damage .
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the Board's Rules of Procedure. These documents were served on March 10, 2026 by email.
3. The Former Tenant vacated the rental unit on August 31, 2024, as a result of the Order LTB-L-024641-24 dated August 6, 2024.

4. This application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

5. In this application, the Landlord bears the burden of proving on a balance of probabilities that the damage occurred, the damage was caused willfully or negligently by the tenant, another occupant, or a person permitted in the residential complex, and that the amount claim represents the reasonable cost of the repairing or replacing the damage.
6. The Landlord referred to photographs taken before the tenancy commenced which shows a recently renovated rental unit. The Landlord testified that the Tenant was the first occupant following the renovations. On August 30, 2024, the Landlord stated that he attended the rental unit with his contractor shortly after the Tenant vacated (August 31, 2024), and observed a number of issues, including the vanity missing, shower head missing, debris left behind, and damage caused to interior doors, stove cooktop, walls/trim, and kitchen cabinets. The Landlord sought an order for the Former Tenant to pay \$4,970.00 for the reasonable cost necessary to repair or replace the damaged property.
7. The Tenant acknowledged that the vanity had been removed without the Landlord's permission and placed in the shed on the property. The Tenant also acknowledged the damage to the interior door. She testified that one replacement door had been left in the garage but she did not inform the Landlord of this. While the Tenant testified that the vanity had been left in a shed and that a replacement door had been left in the garage, neither item had been installed before possession was returned to the Landlord. In addition, the Tenant did not produce photographs or other evidence that these items were left behind and the Landlord did not acknowledge the items when he regained possession of the rental unit.
8. The evidence establishes that the vanity and the replacement door were removed and not reinstalled before the tenancy ended. Further, the Tenant did not deny that the condition shown in the Landlord's photographs existed when the tenancy ended. Rather, the Tenant testified that some items had been removed and that the damage claimed were caused by her former spouse or another individual's dog. As a result, there was little dispute regarding the overall condition in which the rental unit was left. The Tenant is responsible for damage to the rental unit caused by the Tenant's guests or occupants.
9. The Landlord referred to an invoice dated September 7, 2024 from Duke Appliances for \$450.00 for a new stovetop. The Landlord testified that the stove's glass cooktop had been shattered. When asked whether only the cooktop could be replaced, the Landlord testified that he had consulted a repair person and was advised that replacing the glass cooktop would cost more than purchasing a replacement stove. The Landlord also testified that the replacement appliances was a similar model to the damaged stove. I accept this evidence and find that the replacement of the stove was a reasonable expense.
10. The Landlord also referred to an invoice for \$4,520.00 dated September 18, 2024 from Chris Clarke (All In One Service Guy) for repairs required to return the rental unit to a rentable condition. Although the contractor who completed the repairs did not testify and the repair invoice does not provide a detailed breakdown of the costs associated with each

repair item I find the invoice was supported by photographs showing the condition of the rental unit after the tenancy ended and by testimony of the Landlord regarding the repairs that were required. In addition, the Tenant did not challenge the Landlord's evidence or the amount claimed.

11. Based on the evidence before me, I am satisfied on the balance of probabilities that 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. I find that the damage shown in the Landlord's photographs exceeds ordinary wear and tear. I am also satisfied that the Landlord incurred reasonable costs of \$4,970.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,970.00, which represents the reasonable costs the Landlord incurred as a result of the damage. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Adeela Alvez
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.