



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-032813-26

In the matter of: UNIT B-BASEMENT, 410 GIBBONS ST
OSHAWA ON L1J4Z4

Between: DOMINIC POLITO Landlord

And

JONATHAN LAWSON Tenant

DOMINIC POLITO (the 'Landlord') applied for an order to terminate the tenancy and evict JONATHAN LAWSON (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

DOMINIC POLITO (the 'Landlord') also applied for an order requiring JONATHAN LAWSON (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. 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.

This application was heard by videoconference on June 11, 2026.

The Landlord's Legal Representative, Donna Wood, and the Landlord attended the hearing.

As of 11:27 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. The Tenant vacated the rental unit on or about April 30, 2026, therefore the only issue the Board must address in the application is the money claim made by the Landlord for property damage pursuant to section 89 of the *Residential Tenancies act, 2006* (the 'Act').

2. As explained below, the Landlord has proven on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted, willfully or negligently caused undue damage to the rental unit and the Tenant shall pay to the Landlord \$1,949.86 for the damages which includes the application filing fee.
3. The Tenant was in possession of the rental unit on the date the application was filed.

The Willful or Negligent Damage Claim Under s. 89 of the Act

4. The Landlord indicated he is seeking \$1,615.90 in damages for deep holes and gouge marks that are located on both sides of the walls going down the stairway that occurred in the rental unit on or about December 15, 2025.
5. The Landlord testified that he spoke to the Tenant at the time the damage occurred and the Tenant told the Landlord that the damage was done due to the Tenant moving furniture down the stairs. The Tenant told the Landlord he would repair the walls, however when the Landlord inspected the rental unit after the Tenant vacated, the damage was not repaired.
6. The Landlord uploaded into evidence pictures of the damaged walls. The pictures showed two large holes that went through the drywall, as well as long, deep gouge marks going down the sides of the walls.
7. The Landlord uploaded into evidence a quote from Kory's Drywall Services dated January 13, 2026, listing the cost to repair the damaged drywall to be \$1,615.90. The repairs included three coats of compound to the damaged areas, sanding, priming, and painting.
8. Based on the uncontested evidence before me, I find 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.
9. The Landlord will incur reasonable costs of \$1,615.90 to repair the damaged walls.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,615.90, which represents the reasonable costs of repairing the damage to the walls.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$1,949.86.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Paula West Oreskovich
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.