



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Krafa Consultants & Management Inc. v Wright, 2026 ONLTB 47607

Date: 2026-06-23

File Number: LTB-L-007054-26

In the matter of: 306, 69 WESTWOOD DR
KITCHENER ON N2M2K5

Between: Krafa Consultants & Management Inc. Landlord

And

Krista Wright Tenant

Krafa Consultants & Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Wright (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 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.

Krafa Consultants & Management Inc. (the 'Landlord') also applied for an order requiring Krista Wright (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 May 6, 2026.

The Landlord's legal representative Peter Schroeder, the Landlord's agent Rick Krause, the Tenant's legal representative Markus J. Morgan, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy however, in the circumstances a conditional order is appropriate.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. The parties agreed to the following terms to resolve issues relating to substantial interference, and damage:

- a. The Tenant shall remove the portable washing machine from the rental unit forthwith and by no later than May 31, 2026.

Commencing on the date this order is issued, and for a period of 36 months thereafter up to and including June 22, 2029:

- b. The Tenant shall not use a space heater in the rental unit in an unsafe manner and shall ensure the area surrounding the space heater is free from combustible materials.
 - c. The Tenant shall not smoke in the rental unit or the balcony.
 - d. The Tenant shall not permit their guests to smoke in the rental unit or the balcony.
 - e. The Tenant shall reduce the clutter in the rental unit to ensure full and free access to all rooms to ensure proper means of egress and ingress.
 - f. The Tenant shall not have items stacked higher than 4 feet from the ceiling of the rental unit.
 - g. The Tenant shall keep the balcony free from debris and clutter, and shall not store items on the balcony including, but not limited to, tarpaulins or indoor furniture.
 - h. The Tenant shall not cause further wilful or negligent damage to the rental unit or residential complex.
 - i. The Tenant shall not decorate or alter the rental unit without obtaining written consent from the Landlord in advance.
4. Since the Landlord did not request termination of the tenancy, and the issues relating to substantial interference and damage are resolved by the parties' agreement. The only remaining issue to be determined compensation and liability for damage to the floor.

Compensation for Damage

5. The Tenant accepted liability for painting but initially disputed the costs claimed by the Landlord. The Tenant acknowledged that in the absence of evidence to challenge the reasonableness of the costs claimed by the Landlord, the Tenant is not disputing the cost of \$310.00 claimed for painting.
6. The Landlord also seeks compensation for replacing damaged floors which the Tenant disputes both liability for the damage, and the quantum of expenses claimed.

Landlord's Evidence

7. RK testified that he has been a property manager at the residential complex for 41 years. The Tenant moved into the rental unit on June 1, 2018, and prior to the Tenant moving into the unit, the Landlord installed new flooring in the Tenant's unit. RK's evidence is that when the Tenant moved in the flooring was still in brand new condition.
8. RK submitted a photograph of the floor as of December 26, 2025, and described the floor as having, "excessive wear and delamination". RK explained that he believes the damage was caused as a result of the Tenant having installed a vertical dance pole in the rental unit.
9. RK also submitted a copy of an estimate from a contractor that quoted \$500.00 for materials, and \$360.00 for labour to replace the damaged flooring. RK testified that the contractor has performed work for the Landlord in the past and the entire floor may not need to be replaced if the contractor can work from an undamaged area of the laminate.
10. RK's evidence is that even if a portion of the floor can be replaced it may not be possible to source the same floor colour/pattern which would then require the entire floor to be replaced to remain consistent and matching throughout the rental unit.
11. RK testified that his belief that the damage was caused by the Tenant's use of the dance pole is supported by photographs of the pole in the Tenant's bedroom, and because there is no delamination of the floors in the child's bedroom.
12. During cross examination RK reiterated his testimony that the rental unit was in "pristine condition" when the Tennat moved in, and only occasional maintenance issues required attention during the tenancy.
13. RK also confirmed on cross examination that he had spoken with the Tenant about have a pole in the rental unit for exercise and clarified that it was the not the pole moving that caused the damage but the Tenant's use of the pole.
14. RK's evidence is that he has observed floor damage caused by dancing and use of a vertical pole.

Tenant's Evidence

15. The Tenant testified that there is new damage to the floor but explained that there was also damage to the floor already present when she moved into the rental unit. The Tenant's evidence is that she reported this to the former superintendent "Cecilia", but Cecelia is no longer residing in the residential complex and no further action was taken.
16. The Tenant also suggested that some of the floor damage could be attributable to window repairs that were completed during the tenancy and submitted that the Landlord's photographs did not show an accurate depiction of the area under the Tenant's bed where there was pre-existing damage.

17. The Tenant further testified that her daughter passed away four years ago and has had interpersonal issues with her son. The Tenant's evidence is that her mental health declined during this period, and she was often left bedridden which caused her to be unable to dance or use the pole.
18. The Tenant testified on cross examination that some of the floor is without damage, and her bed covers the pre-existing damage. The Tenant agreed with the proposition that there is damage to the floor but was unsure of the cause.
19. When asked about what damage was present when she moved into the rental unit the Tenant testified that there was damage by the back door but did not testify about damage in any other areas of the floor.

Analysis

20. The Landlord's evidence is clear and convincing. RK testified that the rental unit floor was in pristine condition when the Tenant moved in and the photographs submitted show large areas where the floor is now delaminated. RK explained that the Tenant acknowledged using a vertical pole in the rental unit for exercise which would reasonably explain the damage to the floor.
21. The Tenant's evidence is that the bed covers preexisting damage however, that does not explain the delamination around the bed and in the main open floor space. The Tenant acknowledged that there was "partial" damage to the floor but was unspecific in their testimony as to how the damage was caused suggesting contractor tools may have caused the issue.
22. The Tenant also testified that because her mental health has "not been the best" since her daughter passed 4 years ago, she was unable to dance when she was feeling upset. I reject the submission that the Tenant has not engaged in the activities that caused damage to the floor in the years since her daughter's passing.
23. I accept the Landlord's evidence, and the Tenant's evidence does not persuade me to a different finding. The area of damage alleged by the Landlord is confined to a specific area and other similar floor in the rental unit is unaffected which is indicative of sustained use not consistent with "normal wear and tear".
24. While I do not find that the damage was caused willfully by the Tenant, based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant caused negligent undue damage to the floor in the rental unit.
25. The Tenant did not submit any evidence to challenge the Landlord's estimate to repair the floor and did not testify that the cost to repair the floor was unreasonable. Accordingly, I am satisfied that the Landlord will incur reasonable costs of \$860.00 to repair the floor or replace the affected area.
26. The total compensation owed by the Tenant in relation to damage is \$1,170.00 (\$860.00 to repair the floor; \$310.00 for repainting). The Tenant requested a payment plan spanning 24 months for any amounts found to be owing in relation to damage.

27. The Landlord's representative made submissions that a payment plan coinciding with the 36-month term of conditions being imposed would be appropriate in the circumstances.
28. The Tenant expressed financial concerns and testified that she has been trying to apply for ODSP. In these circumstances, a 36-month payment plan is appropriate making the Tenant's monthly payments \$32.50.

Costs

29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
30. Given the Tenant's financial circumstances, I also find it is appropriate to delay payment of the filing fee to the end of the Tenant's payment schedule to ensure the Tenant can maintain their monthly obligations.

Relief from Eviction

31. The Landlord's representative did not request termination of the tenancy. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

Substantial Interference

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a. The Tenant shall remove the portable washing machine from the rental unit forthwith and by no later than May 31, 2026.
 - b. Commencing on the date this order is issued, and for a period of 36 months thereafter up to and including June 22, 2029:
 - 1.) The Tenant shall not use a space heater in the rental unit in an unsafe manner and shall ensure the area surrounding the space heater is free from combustible materials.
 - 2.) The Tenant shall not smoke in the rental unit or the balcony.
 - 3.) The Tenant shall not permit their guests to smoke in the rental unit or the balcony.
 - 4.) The Tenant shall reduce the clutter in the rental unit to ensure full and free access to all rooms to ensure proper means of egress and ingress.

- 5.) The Tenant shall not have items stacked higher than 4 feet from the ceiling of the rental unit.
 - 6.) The Tenant shall keep the balcony free from debris and clutter, and shall not store items on the balcony including, but not limited to, tarpaulins or indoor furniture.
 - 7.) The Tenant shall not cause further wilful or negligent damage to the rental unit or residential complex.
 - 8.) The Tenant shall not decorate or alter the rental unit without obtaining written consent from the Landlord in advance.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

Compensation for Damage

3. The Tenant shall pay to the Landlord \$1,170.00, which represents the reasonable costs of repairing or replacing the damaged property. The Tenant shall pay this amount as follows:
 - a. Commencing on July 15, 2026, and on the 15th day of each month thereafter for a period of 36 months, the Tenant shall pay to the Landlord \$32.50.
4. If the Tenant fails to make any of the payments in accordance with paragraph 3 of this order, the outstanding balance of any compensation owed shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing pursuant to paragraph 9 on or before August 15, 2029, the Tenant will start to owe interest. This will be simple interest calculated from August 16, 2029, at 4.00% annually on the balance outstanding.

June 23, 2026

Date Issued

Kyle McGraw

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.