



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-093457-24

In the matter of: 1902, 1201 WALDEN CIR
MISSISSAUGA ON L5J4M9

Between: Devonshire Properties Inc Landlord

And

Larry Boldt Former Tenant

Devonshire Properties Inc (the 'Landlord') applied for an order requiring Larry Boldt (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 June 8, 2026.

The Landlord's legal representative, Tanya Dickie, the Landlord agent Dal Dharival and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. The Former Tenant vacated the rental unit on December 21, 2023.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation damage

1. The Landlord claims 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.
2. The Landlord alleges the following list of damage:
 1. Floor damage;
 2. Baseboard damage;
 3. Damage debris removal (removal of damaged floor);
 4. Damage to living room glass window;
 5. Damage to main entrance door and the slab doors all doors;
 6. Missing doorknob fixtures, Missing light fixtures;
 7. Damage to fridge requiring replacement;
 8. Missing smoke detectors; and
 9. Missing bedroom screen.
3. The Landlord claims they incurred reasonable costs of \$10,379.21 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Landlord evidence

4. The Landlord filed evidence with the Board (DOC-7782643) consisting of documents and photographs to support the Landlord's claims.
5. The position of the Landlord is the Former Tenant signed a tenancy agreement commencing on June 1, 2022 for a fixed term of 12 months ending on May 31, 2023.
6. The Landlord agent stated that on or about November 29, 2023 two women approached the Landlord management and alleged occupants in rental unit 1902 had assaulted them.
7. Police were called and an investigation was initiated. On December 1, 2023 detectives arrested two male occupants in the rental unit.
8. The Landlord later learned that one of the occupants was the son of the Tenant.
9. On December 5, 2023, the Landlord issued N6 and N7 notices and subsequently on December 11, 2023 the Landlord and Tenant agreed to terminate the tenancy by way of an N11 notice with a termination date of December 21, 2023.
10. The Landlord performed an exit inspection with the Former Tenant on December 21, 2023. The Landlord's inspection report identifies damage to the rental unit as indicated in the

application. The Landlord's staff and the Former Tenant signed the document acknowledging the damage and the Former Tenant's confirmation of any chargeback.

11. The Landlord's photographs are consistent with the damage claims in the application and support the Landlord's claim for damage.
12. The Landlord filed copies of the invoices for the work required to repair and replace items like the fridge that could not be repaired.
13. The Landlord's position is they met their obligation under section 16 of the *Residential Tenancies Act*, 2006 (the "Act") that requires a landlord to minimize losses. The Landlord agent stated the Landlord replaced damage items with similar or less expensive items and attempted to repair or clean items like the fridge before replacing.
14. The Landlord has multiple locations in Canada and uses in house contractors and national vendors to obtain lower labour costs and bulk discounts on materials.
15. During the Landlord's submissions I determined that the Landlord's calculations were over by an amount of \$24.26. The Landlord requested to amend the application to reduce the requested \$10,379.21 to \$10,354.95.
16. The Former Tenant did not dispute the amendment.
17. The Landlord is seeking an order for the Former Tenant to pay full reasonable costs the Landlord has incurred as a result of the damage in the amount of \$10,354.95.

Former Tenant evidence

18. The Former Tenant's position is although he signed the tenancy agreement as the Tenant and paid the rent, he was not living in the rental unit. The Former Tenant stated he rented the rental unit for his son Zachary (ZB) to live in.
19. The Former Tenant stated that he has another son Jesse (JB) that suffers from addiction and was often homeless. JB moved in with ZB to help get some stability in his life.
20. Sometime around late November 2023 ZB vacated the rental unit as the living arrangement with his brother JB was becoming strained.
21. The Former Tenant acknowledges he knew that JB was left in the rental unit after ZB vacated the rental unit to returned home to live.
22. The Former Tenant acknowledges the walk-through inspection and does not dispute he signed the document, however the Former Tenant disputes whether the Landlord has met their obligation under section 16 to minimize their losses and questioned some of the costs the Landlord claims they incurred.

Analysis

23. Section 89 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Application for compensation for damage

89 (1) 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; and

24. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person’s losses. 2006, c. 17, s. 16.

25. Section 2 of the Act states:

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

26. Although the Former Tenant stated he never lived in the rental unit he is sole Tenant identified on the tenancy agreement, he paid the lawful rent and meets the definition of “tenant” under the Act.

27. Section 89 of the Act states that damage caused to a rental unit does not need to be caused by the tenant or former tenant but states an “occupant” or “person permitted in the residential complex by the tenant or former tenant”.

28. There is no dispute that the Tenant was aware that his son ZB had vacated the rental unit and left the Tenant’s other son JB to occupy the rental unit who ultimately was responsible causing the undue damage.

29. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations that 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.

30. I find the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage.
31. I am satisfied with the Landlord's submissions that the Landlord has attempted to minimize losses by using in house contractors and by using national vendors to obtain bulk discounts for materials and replacement items.
32. For all the reasons above the Landlord's application is granted.
33. There is no last month rent deposit or interest as the Landlord has applied the last month rent deposit to arrears owing.
34. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$10,354.95, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$10,540.95*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before July 6, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$10,354.95
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,540.95