



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

**Citation:** Kwok v. Young, 2024 ONLTB 20810

**Date:** 2024-03-26

**File Number:** LTB-L-030273-23

**In the matter of:** GV13, 2 REAN DRIVE  
NORTH YORK ON M2K3B8

**Between:** Janice Kwok Landlord

**And**

Leslie Young Tenants  
Albert Tenani

2024 ONLTB 20810 (CanLII)

Janice Kwok (the 'Landlord') applied for an order to terminate the tenancy and evict Leslie Young and Albert Tenani (the 'Tenants') because:

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

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

Janice Kwok (the 'Landlord') applied for an order requiring Leslie Young and Albert Tenani (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 Tenants permitted in the residential complex.

This application was heard by videoconference on March 14, 2024.

The Landlord, the Landlord's representative J. Nieuwhof, and the Tenants attended the hearing.

**Determinations:**

**Preliminary Issue: Request to Amend the Application.**

1. The Landlord sought to amend the Application to reduce the amount of compensation for damages claimed, due to a lower quote from another contractor. The Tenants agreed that

the Landlord could amend the claimed amount to \$3,129.65 which was the final cost to the Landlord of repair plus the filing fee. We find that the Tenants are not prejudiced by the amendment, and it is granted.

### **Undue Damage**

2. As explained below, this application is granted in part. The Landlord has proven on a balance of probabilities the claim for compensation for damage to the air conditioning vent louvers. Therefore, the cost claimed by the Landlord will be ordered.
3. The Landlord has not proven on a balance of probabilities the claim for all other damages compensation in the application. Therefore, those claims are denied.
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. The Tenants vacated the rental unit on February 29, 2024.
6. On March 28, 2023, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations:
  - A. The Tenants put nail holes in the back of the bathroom door and caused the paint to peel.
  - B. The Tenants disconnected the laundry closet sliding door.
  - C. The Tenants removed the bathroom towel bars leaving holes.
  - D. The Tenants broke the front door sidelight window glass.
  - E. The Tenants caused scratches to the bedroom window trim.
  - F. The Tenants broke the interior wood trim around the bedroom door.
  - G. Patio pavers were stained.
  - H. The Tenants broke the air conditioning vent cover.

### **Claim A-D: Bathroom and Laundry Doors, Towel Bars, Window Glass.**

7. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex willfully or negligently caused the claimed undue damage to items A-D in the rental unit or residential complex.
8. The bathroom towel bars were removed from the wall leaving the screw holes in the drywall, and one side of the ceramic bar holding still mounted. The bars were missing. Ms. Young testified she has mobility issues and slipped. The bars came off during that event when Ms. Young tried to catch herself from falling. We accept Ms. Young's testimony and find that Landlord has not proven the damage was caused by Ms. Youngs' willfulness or negligence.

9. The Landlord conceded she could not succeed with respect to the bathroom door, the laundry closet sliding doors and the front door sidelight window glass. Notwithstanding the concessions, there was no evidence submitted that the damage was caused by the willful or negligent action of the Tenants.
10. Therefore, the claims for A-D above must be denied.

**Claim E, F, G: Scratches, Trim, Pavers.**

11. The Tenant, Ms. Young, admitted to causing the bedroom door interior trim damage and the window frame scratches.
12. Several patio pavers were damaged by staining. It was not clear how many or to what extent. The Tenants acknowledged they had a BBQ fire event which enflamed and melted the plastic stand. However, the Landlord gave insufficient evidence of the extent of the damage and provided no admissible photo of the damage.
13. The Mr. Handyman invoice tendered into evidence by the Landlord in the amount of \$2,695.05 did not itemize the damages and we find the oral testimony of the Landlord was inadequate to quantify the extent of the damages. No reliable evidence of the cost to repair or replace each item separately was provided.
14. Therefore, with respect to the scratches, trim and pavers, the Landlord has not proven the reasonable costs that the Landlord has incurred or will incur because of the damage.

**Claim H – Air Conditioning Vent Cover.**

15. The air conditioning vent cover is built with louvers, several of which went missing. The Tenants acknowledge damaging the cover while moving a chair, and the missing louvers were likely discarded.
16. We are satisfied the broken louvers constitute undue damage by the negligent action of the Tenants.
17. The Tenants are of the belief that the louvers could just have been replaced. Little probative value can be placed on the Tenants' belief.
18. We accept the Landlord's evidence that the vent cover was a custom size and needed to be replaced entirely by the condo complex installer in the amount of \$292.67 including tax.

**It is ordered that:**

1. The claims for damage to the bedroom window, bedroom trim, bathroom door, laundry closet door and patio pavers are denied.

2. The Tenants shall pay to the Landlord \$292.67, which represents the reasonable costs of replacing the damaged air conditioning vent cover.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants owes the Landlord is \$478.67.
5. If the Tenants does not pay the Landlord the full amount owing on or before April 15, 2024, the Tenants will start to owe interest. This will be simple interest calculated from April 16, 2024, at 7.00% annually on the balance outstanding.

**March 26, 2024**  
**Date Issued**

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**Harry Cho**  
Vice-Chair, Landlord and Tenant Board

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**Julie Broderick**  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.