



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

Citation: Matos v Yacks, 2023 ONLTB 80771

Date: 2023-12-18

File Number: LTB-L-063562-22

In the matter of: 44 LARKWOOD ST
WALLACEBURG ON N8A4T5

Between: Joe Matos Landlord

And

Wayne Yacks Tenant

Joe Matos (the 'Landlord') applied for an order to terminate the tenancy and evict Wayne Yacks (the 'Tenant') because the Tenant has wilfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring 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.

This application was heard by videoconference on November 14, 2023.

Only the Landlord attended the hearing.

As of 10:05a.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 was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on March 5, 2023. As such the Landlord did not pursue the eviction portion of his application and only pursued his monetary claims.
3. The Landlord seeks \$24,902.00 in compensation for damages to the rental unit pursuant to section 89 of the *Residential Tenancies Act, 2006* ('the Act').
4. As explained below I find that only some of the Landlord's damage claims are proven. As such, the Tenant shall pay to the Landlord \$11,252.00, not the full amount requested by the Landlord. This amount represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. I will address each of the Landlord's damages claims in turn.

Laminate Flooring

7. The Landlord testified that the Tenant's dog repeatedly urinated on the laminate flooring of the rental unit. This caused the floor to swell and pull apart. The Landlord testified that he was required to rip up the flooring and replace it.
8. I find that the Tenant wilfully or negligently caused undue damage to the rental unit floor.
9. The Landlord testified that he spent \$3,538.56 on the materials to replace the floor. While I find those costs to be reasonable, the schedule attached to the Landlord's application only requests \$2,700.00 and the Landlord did not amend his application. As such, it would be procedurally unfair to the Tenant to award more than the amount requested on the application. The Tenant shall pay to the Landlord \$2,700.00 for damage to the rental unit floor.

Ceramic Tiles

10. The Landlord testified that the ceramic tiles in the front foyer, kitchen, and back foyer of the rental unit were destroyed by the Tenant. The Landlord testified that it looked like the tiles had been hit with a hammer and only approximately 10% of the tiles were not damaged.
11. I find that the Tenant wilfully or negligently caused undue damage to the ceramic tiles in the rental unit.
12. The Landlord spent \$400.00 on replacement tiles. I find those costs to be reasonable.

Interior Doors

13. The Landlord testified that the interior doors of the rental unit had been chewed up by the Tenant's dog. The Landlord had to replace the trim, door, and jams on all the rental unit doors.
14. I find that the Tenant wilfully or negligently caused undue damage to the rental unit doors.
15. The Landlord spent \$1,630.82 to replace the doors. While I find those costs to be reasonable, the schedule attached to the Landlord's application only requests \$1,152.00 for materials to replace the doors and the Landlord did not amend his application. As such, it would be procedurally unfair to the Tenant to award more than the amount requested on the application. The Tenant shall pay to the Landlord \$1,152.00 for damage to the rental unit doors.

Locks

16. The Landlord testified that the Tenant changed the rental unit locks and did not give the Landlord a replacement key. The Landlord spent \$146.87 to buy new locks.
17. The Landlord brought this claim pursuant to section 89 of the Act as damage. I do not find that this meets the definition of damage. A landlord can apply pursuant to section 35(3) for reasonable out of pocket expenses for replacing locks that a tenant has changed without consent but that is not the application that was brought by the Landlord. As such the claim for compensation for damage regarding the rental unit locks is dismissed.

Kitchen Cupboards

18. The Landlord testified that the Tenant's dog chewed on the sides of all the kitchen cupboards, damaged all of them, and that many are also missing doors.
19. I find that the Tenant wilfully or negligently caused undue damage to the rental unit kitchen cupboards.
20. The Landlord estimates it will cost \$6,000.00 to replace the damaged cupboards. The Landlord testified that he arrived at that number by looking for the cheapest cupboards available for purchase. I find those costs to be reasonable.

Floor, Window, and Door Trim

21. The Landlord testified that the floor, window, and door trim in the rental unit was chewed by the Tenant's dog. While I accept that the Tenant caused damage willfully or negligently, I am not satisfied regarding what the reasonable costs to replace the trim are. The Landlord testified that he included some of the floor trim costs in his expenses of \$1,630.82 to replace the rental unit doors (that have already been awarded above). The Landlord testified that he spent \$508.50 on the window and door trim, but I am concerned that number was also already included in the cost to replace the doors. The Landlord also provided no receipts that break down what was specifically spent on trim. For those reasons I do not find it reasonable to award any additional damages relating to the trim in the rental unit.

Window Screens

22. The Landlord testified that the Tenant removed all of the window screens from the rental unit windows. I find that the Tenant wilfully or negligently caused undue damage to the rental unit windows.
23. The Landlord spent \$400.00 to replace the screens. I find those costs reasonable.

Removal of a Shed Built on the Rental Unit Lawn

24. The Landlord testified that he was forced to remove a shed built by the Tenant on the rental unit lawn. The Landlord testified that he was not sure if this caused damage to the rental unit lawn. The Landlord brought this claim pursuant to section 89 of the Act and I am not satisfied that it meets the definition of damage and as such this claim is dismissed.

Garbage Disposal

25. The Landlord claims \$500.00 in costs for garbage disposal. The Landlord brought this claim pursuant to section 89 of the Act and I am not satisfied that this meets the definition of damage. As such this claim is dismissed.

Drywall

26. The Landlord testified that due to the Tenant's dog cage repeatedly being banged against the wall several holes in the drywall were caused. The Landlord testified that there were also other holes in the rental unit drywall that were caused by the Tenant.
27. I find that the Tenant wilfully or negligently caused undue damage to the rental unit drywall.
28. The Landlord testified that he paid \$1,050.00 for drywall repair. While I find those costs to be reasonable the schedule attached to the Landlord's application only requests \$600.00 to conduct drywall repairs and the Landlord did not amend his application. As such, it would be procedurally unfair to the Tenant to award more than the amount requested on the application. The Tenant shall pay to the Landlord \$600.00 for damage to the rental unit drywall.

Paint

29. The Landlord testified that the Tenant's repeated smoking in the rental unit made the walls a dark brown colour. The Landlord testified that this resulted in the whole rental unit having to be painted.
30. It is not untypical for rental unit walls to need to be painted between tenancies. The Landlord submitted no photographs of the rental unit walls to establish that the walls were damaged. As such, I am not satisfied on a balance of probabilities that there was damage to the rental unit walls or that if there was damage that it was more than regular wear and tear. As such the Landlord's claim relating to painting costs is dismissed.

Duct Cleaning

31. The Landlord testified that the rental unit ducts were filled with dog hair and required cleaning. The Landlord brought this claim pursuant to section 89 of the Act and I am not satisfied that this meets the definition of damage. As such this claim is dismissed.

Labour Costs

32. The Landlord's application claims various labour costs to fix the damage to the rental unit. The testimony of the Landlord was that he did the repairs himself. The Landlord led insufficient evidence to establish that labour costs should be awarded to him. For example, a breakdown of the hours spent or why the requested amount is reasonable. As such the Landlord's claims for labour costs are dismissed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$11,252.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount that the Tenant shall pay the Landlord based on paragraphs 1 and 2 above is \$11,438.00
4. If the Tenant does not pay the Landlord the full amount owing on or before December 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 30, 2023 at 7.00% annually on the balance outstanding.

December 18, 2023

Date Issued

Amanda Kovats

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.