



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

**Citation:** Rani v Addorisio, 2023 ONLTB 80010

**Date:** 2023-12-13

**File Number:** LTB-L-065496-22

**In the matter of:** Unit 314, 80 Orchid Place Drive  
Scarborough ON M1B0C4

**Between:** Sarla Rani Landlord

**And**

Timothy Richard Addorisio Tenant

Sarla Rani (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Richard Addorisio (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 16, 2023.

Only the Landlord attended the hearing.

As of 11:31 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, Tenant shall pay to the Landlord \$4,050.00 for compensation for damages to the unit.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 18, 2022. As such, the issue of termination is moot. The only issue remaining is damages pursuant to section 89 of the *Residential Tenancies Act, 2006* (the 'Act').
4. The Landlord's L2 application filed on November 7, 2022 claims compensation for damages in the amount of \$6,800.00 for the following items: damaged carpet and molding on and around staircases and broken cabinets and handles, lights, fridge, and fire alarms.
5. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish the following:
  - I. There was property damage to the rental unit or residential complex;
  - II. The damage is "undue" meaning that it is not normal wear and tear; and
  - III. The damage was a result of wilful or negligent conduct by the Tenant, occupant or guest.
6. In this context, I take the word "property" to refer to the physical objects like the walls, ceilings, floors, appliances, and fixtures in a residential complex.
7. If all of these factors are met, then the Board can award the Landlord's the reasonable cost of repair, or the replacement cost if it is not reasonable for the damage to be repaired.
8. By way of background, the rental unit is a three-level townhouse. The tenancy commenced in April 2021 and the monthly rent is \$2,200.00.
9. The Landlord submitted photographs of the rental unit taken in early 2021 before the tenancy commenced and photographs of the rental unit taken in July or August of 2022 after the Tenant moved in.

*Damaged carpet and molding on and around staircases*

10. The Landlord submitted photographs of the staircases which show the corners of the carpets stained and ripped up. Padding under the carpet can be seen torn up. The wood baseboards/skirtboards along the stairs are visibly damaged with paint removed, scratches, and pieces of wood missing. The Landlord submitted that damage was done to each of level of the unit and the damage is consistent with the destructive behaviour of the Tenant's dog.
11. The Landlord submitted an estimate dated November 4, 2022 for the replacement of the damaged carpet to cost \$2,800.00. The Landlord estimated replacing and painting the baseboards/skirtboards along the stairs to cost \$600.00. The Landlord testified that they received a higher estimate in the amount of \$6,500.00 and chose the more affordable option.
12. The Landlord testified that before the Tenant moved into the rental unit, there was no damage to the staircases. The carpet on the staircases was 2 years old and was clean and in good condition. A photograph taken before the Tenant moved in shows that there were no visible damages to the staircases.

13. Based on the uncontested evidence before me, I find the damages to the staircases are undue damage that is not consistent with normal wear-and-tear. They appear to be consistent with conduct that is wilful and/or negligent on the part of the Tenant. I also find that the estimate obtained by the Landlord of \$3,400.00 is reasonable and that amount shall be awarded.

*Fridge*

14. The Landlord did not lead evidence to damages of the fridge. This claim is dismissed.

*Broken/missing kitchen cabinet doors and handles*

15. The Landlord submitted a photograph of a kitchen cabinet above the fridge without the doors. The Landlord submitted a photograph taken before the tenancy which shows that same cabinet was intact with two doors. The Landlord submitted that the Tenant removed the doors of the cabinet and removed handles of other cabinet doors.
16. The Landlord testified that some handles were found and put back on the doors and the ones that were broken or could not be located, they had to replace them. The Landlord testified that it costs \$500.00 to replace the kitchen cabinet and to repair or replace the cabinet handles.
17. Based on the uncontested evidence before me, I find that the Tenant removed the doors to the kitchen cabinet above the fridge and that this is undue damage that is not consistent with normal wear-and-tear. This appears to be consistent with conduct that is wilful and/or negligent on the part of the Tenant. However, I am not persuaded with the Landlord's claim for damages to the other cabinet doors. The Landlord did not submit photographs of any other doors that show missing or broken hardware. As such, I find it reasonable to award \$300.00 for the replacement and installation of 2 doors on the kitchen cabinet above the fridge. *Lights*
18. The Landlord testified that 3 light covers were removed from the light fixtures in the unit. The Landlord submitted photographs of 2 light fixtures without the covers. The Landlord testified that they were able to find 1 of the covers in the rental unit. The Landlord testified that it costs \$200.00 to purchase 2 new light covers and screws to reattach the third cover.
19. Based on the uncontested evidence before me, I find that the Tenant removed the covers on 3 light fixtures and that this is undue damage that is not consistent with normal wear-and-tear. It appears to be consistent with conduct that is wilful and/or negligent on the part of the Tenant. I also find that the costs of \$200.00 submitted by the Landlord to be reasonable and that amount should be awarded.

*Fire alarms*

20. The Landlord testified that 3 fire alarms were detached from the ceiling. The Landlord submitted that the Tenant removed the fire alarms, and the devices were not found in the rental unit. The Landlord submitted photographs of 2 electrical boxes with the fire alarm removed.

21. Based on the uncontested evidence before me, I find that the Tenant removed 3 fire alarms and that this is undue damage that is not consistent with normal wear-and-tear. It appears to be consistent with conduct that is wilful and/or negligent on the part of the Tenant. The Landlord submitted that each fire alarm cost \$160.00. In my view, I find that cost to be excessive. There was no evidence before me that the fire alarms were specialized. As such, I find that a reasonable cost to replace the devices would be \$50.00 each, for a total of \$150.00, and this amount shall be awarded.
22. The total amount owing by the Tenant to the Landlord is \$4,050.00. An order shall issue accordingly.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,050.00, 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 the Tenant owes the Landlord is \$4,236.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 25, 2023 at 7.00% annually on the balance outstanding.

**December 13, 2023**

**Date Issued**

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Vicky Liu

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.