



**Order under Section 69 / 88.1  
Residential Tenancies Act, 2006**

**Citation:** Wylie v Stone, 2022 ONLTB 13737

**Date:** 2022-12-05

**File Number:** LTB-L-035531-22

**In the matter of:** , 202 Hoople Avenue  
Cornwall Ontario K6J2A3

**Between:** Shawn Wylie Landlord

**And**

Jonathan Stone, Krista Arial Tenant

Shawn Wylie (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Stone, Krista Arial (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. The Landlord applied for an order requiring the Tenants 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, as well as an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on October 13, 2022.

Only the Landlord attended the hearing. As of 1:21pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. The Landlord served the Tenants with a Form N12 containing a termination date of June 30, 2022. The Form N12 was served on April 28, 2022.
2. The Tenants vacated the rental unit on August 2, 2022, and thus the Landlord's application is for damages only. The Tenants were in possession of the unit at the time the application was filed on May 31, 2022.
3. The Landlord seeks \$2,000.00 from the Tenants as a result of damage caused to the rental unit.
4. Section 89 of the *Residential Tenancies Act, 2006* (the "Act") allows a landlord to apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit.

5. To succeed in its application, the Landlord must show that the damage is “undue”, meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.
6. The Landlord’s application alleges that the Tenants purposefully damaged floors and that the Tenants damaged the walls as a result of a dispute occurring within the rental unit. The Landlord testified he was advised the Tenants were “pouring water” on the floors, and when he entered the rental unit, he noticed “some moisture”. The Landlord also testified he did some mudding and patching of some holes on the walls because he wanted to paint the walls as a result of smoke damage inside the house. The Landlord did not submit any receipts, or pictures of the alleged damage to the walls and floors. Moreover, the Landlord also advised that he did the patching/painting work himself and thus, only incurred an “insignificant” cost for the materials.
7. There was insufficient evidence presented to determine that the costs incurred by the Landlord are beyond routine preparation costs that can occur when there is a change in tenancy. While it is unfortunate the Landlord may incur certain costs before the rental unit is re-rented, I do not find the Landlord has proven there are “undue” or excessive damages to the rental unit. Since the Landlord has not proven on a balance of probabilities that the Tenant or another occupant of the rental unit wilfully or negligently caused undue damage to the rental unit or residential complex, the Landlord’s claim for damages must therefore fail.
8. At the hearing, the Landlord also claimed that various interior doors and mirrors were busted and/or missing. As these allegations were not outlined in the Landlord’s L2 application, these claims were not considered.

**It is ordered that:**

1. The Tenancy is terminated on August 2, 2022, the date the Tenants gave vacant possession to the Landlord.

**December 5, 2022**

**Date Issued**

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Peter Nicholson

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.