



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

File Number: LTB-L-070954-25

In the matter of: 2114, 47 THORNCLIFFE PARK DR
TORONTO ON M4H1J5

Between: Morguard NAR Canada Limited Partnership Landlord

And

Hizbullah Kamavee Tenant
Fatima Kamavee

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Hizbullah Kamavee and Fatima Kamavee (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

Morguard NAR Canada Limited Partnership (the 'Landlord') also applied for an order requiring Hizbullah Kamavee and Fatima Kamavee (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 December 4, 2025.

The Landlord's Agent, Angela Gonzalez, the Landlord's Legal Representative, Ellena Azadian, and the Tenant attended the hearing.

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, the Tenant shall pay to the Landlord \$994.40.

2. At the hearing, the Landlord stated they are only seeking compensation and were no longer pursuing termination.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord went to the Tenant's unit on November 17, 2024 due to a reported kitchen fire. At this time, the Landlord saw that the balcony glass was broken and the door was missing the handle. The Landlord repaired the balcony glass and the door on December 6, 2024. On January 31, 2025, the Landlord provided the invoice to the Tenant, and has since sent multiple letters requesting payment. However, as of the date of the hearing, the Tenant has refused to reimburse the Landlord.
5. The Tenant testified that the balcony glass was broken when a 1 to 1.5 meter long stick flew into the window on a windy day from one of the other apartment units.
6. The Tenant acknowledged he resides on the 21st floor and the balcony is made of concrete. The Tenant also acknowledged that he had not taken any pictures of the stick, that he had not reported the damage to the Landlord, and that the balcony glass was broken at the bottom and approximately halfway up. When asked why the Tenant did not take a picture of the stick or why he had not notified the Landlord of the damage, he said he could not provide a reason.
7. Tenant testified he saw the stick hit the glass and there was a Pakistan flag tied to the stick. When asked the date of the incident, the Tenant stated he did not recall.
8. The Landlord stated that an investigation had been completed by the superintendent and it was determined that the glass was broken from the inside and was not normal wear and tear.
9. I find it highly improbable that the Tenant would not have notified the Landlord or taken a photo of or kept the stick had, as they allege, the balcony window and door been broken by a stick flying in from another unit. Moreover, it was not clear to me how the window would have been damaged on the inside from the stick if that was what caused the damage.
10. Instead, I find it more likely that the Tenant or their occupant or guest caused the damage, and did not report it to the Landlord as a result. In the absence of a reasonable explanation to the contrary (such as a break in or a technical deficiency in the door), I am prepared to infer that it was the Tenant or their occupant or guest who caused the damage, and that it was caused either willfully or negligently.

Compensation:

11. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
12. The Landlord has incurred reasonable costs of \$994.40 to repair the damage.

It is ordered that:

1. The Tenant shall pay to the Landlord \$994.40, which represents the reasonable costs of repairing the damage or 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 must pay the Landlord is \$1,180.40.
4. The Tenant shall pay to the Landlord the amount in paragraph 3 of this order in accordance with the following schedule:
5. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Allana McComb
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.