



Order under Section 89 Residential Tenancies Act, 2006

Citation: Burke v Sharma, 2026 ONLTB 2041

Date: 2026-01-05

File Number: LTB-L-030072-25

In the matter of: 2009, 1270 Maple Crossing Blvd
Burlington Ontario L7S2J3

Between: Lee Anne Burke Landlords
George Burke

JAN 5 2026

And

Ankur Sharma Former Tenants
Mansi Sharma

Lee Anne Burke and George Burke (the 'Landlords') applied for an order requiring Ankur Sharma and Mansi Sharma (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on November 25, 2025.

Only the Landlords attended the hearing.

As of 9:47 am, the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence

Determinations:

1. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$1,342.30.
2. I am satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on June 25, 2025, by mailing it to the Former Tenants' new address.

4. The Former Tenants vacated the rental unit on May 31, 2024.

Willful Damage

5. The Landlords testified that on October 12, 2023, the Former Tenants' son had used the unit's shower without a curtain, causing a water leak into the units below. As such, the Landlords were required to repair the drywall and to paint as a result of this damage.
6. Further, the lower two units also required repairs to their drywall.
7. As such, based upon the Landlords' uncontested evidence, I am satisfied on a balance of probabilities that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
8. The Landlords incurred reasonable costs of \$1,141.30 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Last Month's Rent Deposit

9. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$1,141.30, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlords \$201.00 for the cost of filing the application.
3. The total amount the Former Tenants owes the Landlords is \$1,342.30*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlords the full amount owing on or before January 16, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Jagger Benham
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenants must pay the Landlords:

Damage Costs	\$1,141.30
Application Filing Fee	\$201.00
Total amount owing to the Landlords	\$1,342.30