



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-074291-24

In the matter of: 62, 3260 SINGLETON AVE
LONDON ON N6L0E7

Between: Yuan Zhang
Shuishen Zhao
Landlords

And

Husain Ebrahim
Sarah Alshaar
Former Tenants

Yuan Zhang and Shuishen Zhao (the 'Landlords') applied for an order requiring Husain Ebrahim and Sarah Alshaar (the 'Former Tenants') to pay the Landlords' 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 July 24, 2025.

The Landlords; the Landlords' Witnesses, Devon Bell, Teekshana Ramlall, and Brianna Sadler; the Former Tenant, Husain Ebrahim and the Former Tenants' Legal Representative, Lindsey Branje attended the hearing.

Determinations:

1. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlords \$4,337.44, which represents the costs to repair or replace damaged property and the cost of filing this application.
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. I am satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on June 24, 2025 by email which was a method agreed upon in writing in the lease agreement.
5. The Former Tenants vacated the rental unit on June 30, 2024.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Preliminary Issue – Lack of Details in the L10 Application

7. The Former Tenants requested that the application be dismissed as the Landlords' application contained insufficient details for the Former Tenants to know the case they had to meet with regards to the Landlords' application for undue damage.
8. The Landlords' L10 application states that the Landlords incurred or will incur costs to (1) replace damaged light fixtures, (2) repaint the unit with Kilz to eliminate the smell of smoke, (3) repaint the unit to its original colour, (4) to paint the garage with Kils and original colour, (5) to replace carpet due to damages from the Former Tenants' pet cat, (6) to repair or replace the broken screen door for the balcony, (7) to replace missing fridge parts; and (8) to replace a bathroom mirror.
9. I find that the L10 application contains sufficient details for the Former Tenants to be able to respond to the allegations. Even if I were satisfied that the application contained insufficient details, the Landlords may amend an application and I find that it would be unfair to the Landlords to dismiss on this basis. I was not satisfied that there was any procedural unfairness to the Former Tenants. The Former Tenants were aware of the damage that the Landlords were claiming in its application and was not prejudiced in their ability to respond to the damage allegations. As a result, the Former Tenants' request to dismiss the application on a preliminary basis is denied.

Undue Damage

Smoking Damage

8. The Landlords submit that the Former Tenants willfully caused undue damage to the rental unit by smoking in the rental unit contrary to the terms of his lease.
9. The lease agreement states at paragraph 10:

Due to the known health risks of exposure to second-hand smoke, increased risk of fire, and increased maintenance costs:

1. No tenant, resident, guest, or visitor shall smoke cigarettes, cigars, cannabis or any similar products whose use generates smoke within the building.
10. Further, Schedule A of the lease agreement states that "smoking must be within 9 feet of the front door and NEVER inside the home, garage, or doorways/window openings."
11. The Landlords' Witness, Devon Bell ('DB') is the Landlords' property manager. DB testified that he conducted a post-moveout inspection of the rental unit and upon entering the rental

unit observed that there was nicotine damage to the walls and surfaces of the rental unit, particularly in the main floor entryway.

12. DB testified that when he conducted his post-moveout inspection he observed a strong smoke smell emanating from the rental unit and its walls and other areas were stained yellow. The Landlords relied upon photos of vent covers and surfaces that appear to be slightly discoloured and yellow, as well as videos showing that part of window curtains for the rental unit were discoloured, especially towards the bottoms of the roller curtains. The Landlords assert that this yellowing is the result of the Former Tenants, their occupant or guest smoking in the unit contrary to the lease agreement.
13. The Former Tenant Husain Ebrahim ('HE') did not deny signing the lease agreement and agreeing to the smoking rules included in the lease agreement. HE testified that neither he nor his occupants or guests smoked inside the rental unit. HE testified that he occasionally smoked outside of the residential complex or on the balcony of the rental unit. HE did not deny that he smoked with the windows of the main floor open and would occasionally smoke with the front door open if he had visitors or a reason to keep the door open.
14. HE testified that he deep cleaned and repainted the unit prior to vacating the rental unit and that there was no damage when he vacated the rental unit.
15. HE relied upon a pre-moveout inspection conducted by the property manager's staff, Kristine, which does not mention any smoke or discolouration as of the date of the inspection.
16. HE also entered into evidence a video taken by the Tenants on the move-out date showing the condition of the rental unit.
17. I found DB to be credible, and I accept his evidence that when he attended the unit it smelled strongly of cigarette smoke. As a result, I am further satisfied that the yellow staining that DB observed and that was displayed in the photographs was caused by cigarette smoke. I did not believe HE that neither he nor his guests or occupants have smoked in the rental unit, and I am satisfied, on a balance of probabilities, that the Former Tenants or their occupant or guest caused undue damage by willfully smoking either in or around the rental unit.
18. The Landlords are entitled to their reasonable out of pocket expenses for repairing the damage. The Landlords entered into evidence an invoice from Neighbourhood Service & Maintenance dated July 26, 2024 in the amount of \$6,298.74 (pre-tax) tax which included costs to repair or replace the damage in the rental unit. As the costs to install lights, purchase replacement bulbs, repair carpet scratches, rescreen the door and replace a fridge part are not granted as part of this application, the costs of these repairs in the amount of \$633.75 are removed from the total amount owing as a result of this invoice. The total amount proven in this application are \$6,401.44, after tax.

Broken Mirror

19. The Landlords assert that a bathroom mirror was removed from the rental unit by the Former Tenants. HE testified that he was unsure what had happened to the mirror in the rental unit. In an email chain from June 2020 entered into evidence by the Landlords, the

Landlords asked the Former Tenants about the missing mirror and the Former Tenants responded that the mirror was poorly installed, but that the Landlords could charge the Tenants for the missing mirror. I was satisfied that the Former Tenants were aware that the bathroom mirror was missing. While the Former Tenants suggested in their email that poor installation caused the mirror to break, and not their own negligence or wilful conduct, they did not reiterate this in their testimony. I was not satisfied that the Tenant established that there was any faulty installation as they allege and in the absence of any plausible explanation from the Former Tenants as to what occurred to the mirror, am willing to draw an inference that the mirror was unduly damaged by the Former Tenants and the Landlords incurred costs to replace the mirror.

Fridge, Carpet, Screen Door

20. The Landlords failed to lead any supporting documentary evidence of the damage allegedly caused to the fridge shelf, carpet, and screen door in the rental unit.
21. DB testified that he had observed damage to the carpet in the rental unit that he believed was a result of the cat scratching it, and also that the screen door had been ripped off. However, there was no supporting evidence of this alleged damage, such as a photograph of the alleged damage. The Former Tenants entered into evidence a video of the unit as of the date he moved out which appears to show the rental unit in a good state of repair and cleanliness. The Tenant's video appears to contradict the Landlord's submissions that these elements were damaged by the Tenant. In this case, I found the Former Tenants' evidence to be more credible that there was no undue damage to the carpet or screen door.
22. With regards to the refrigerator that was allegedly damaged by the Former Tenants, DB was unable to recall what was damaged by the Former Tenants. There was no photo or supporting evidence of the allegedly damaged fridge, such as a repair receipt. Again, I was not satisfied that the Landlords have proven that there was undue damage to the fridge caused by the Former Tenants.
23. I was not satisfied based on the evidence before me that the Landlords have proven any undue damage to the fridge, carpet or screen door of the rental unit.
12. The Landlords collected a rent deposit of \$2,250.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$6,401.44, which represents the reasonable costs the Landlords incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
3. The Landlords owe \$2,250.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.

4. The total amount the Former Tenants owes the Landlords is \$4,337.44*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants does 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

Christopher Lin
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	\$6,401.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Total amount owing to the Landlords	\$4,337.44