



Order under Section 89 Residential Tenancies Act, 2006

Citation: Hassan v Abbasi, 2026 ONLTB 2059

Date: 2026-01-13

File Number: LTB-L-036743-24

In the matter of: 98 JOYMAR DR
MISSISSAUGA ON L5M7Z6

Between: Tasneem Hassan Landlord
Ali Abbas

And

Faiz Rehman Abbasi Former Tenant

Tasneem Hassan and Ali Abbas (the 'Landlord') applied for an order requiring Faiz Rehman Abbasi (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 23, 2025.

The Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am satisfied that the Landlord served the Former Tenant 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.
3. The Former Tenant moved into the rental unit on February 1, 2022 and vacated the rental unit on June 30, 2023.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The Landlord's application seeks \$7,189.25 in reasonable costs to repair/replace wilful or negligent damage caused by the Former Tenant.

6. 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.
7. 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.

Kitchen countertop, cabinets, sink and faucet

8. The Landlord Ali Abbas (“Landlord” or “AB”) testified the Former Tenant Faiz Rehman Abbasi (“Former Tenant/Tenant” or “FA”) damaged the kitchen countertop, as well as the kitchen cabinets/sink and faucet. The Landlord seeks a total of \$4,493.00 (\$2,120 + \$2,373) for damaged caused.
9. The Landlord produced pictures/video footage showing some staining/discolouration on the kitchen laminate countertops, as well as an invoice for a replacement quartz countertop. The Landlord also stated there was a water issue under the sink and an e-transfer was produced with the notation: “*..please find enclosed 2120 for painting/refinishing kitchen and bathroom cabinet doors and installation of kitchen sink faucet...*”
10. The Former Tenant denies damaging/burning the countertops and/or causing damage to the cabinets, sink and faucet. The Former Tenant testified the countertops were old and never replaced. In support, the Former Tenant produced an online listing of the rental unit posted before he took possession which showed some light countertop staining and a small chip. The Former Tenant also asserted there was “*nothing wrong with the cabinets*” and suggested the Landlord is merely seeking reimbursement for a renovation cost.
11. The onus to prove this allegation rests with the Landlord. The Landlord has owned the building since 2015 and testified he was unsure when the countertops were last replaced. It is somewhat unclear the extent of the staining/markings that pre-existed the tenancy. While the video/pictures appear to show darker staining at the end of the tenancy, given the age and condition of the countertops when the tenancy began, I find the markings are more likely the result of wear and tear as opposed to willful or negligent damage. Similarly, there was insufficient evidence presented to establish that the Tenant damaged the kitchen cabinets or sink/faucet. These claims are dismissed.

Bathtub

12. The Landlord testified the Former Tenant chipped the bathtub, causing damage in the amount of \$508.50. A repair estimate was produced as well as picture of the purported chip damage. The Landlord acknowledged they did not proceed with the repair.

13. The Former Tenant denies causing any damage and testified he does not recall any chipping of the bathtub. As the current tenants of the rental unit are admittedly using the bathtub (without any repairs undertaken), it was submitted that no practical damage was caused.
14. The onus to prove this allegation rests with the Landlord. It is unclear when the bathtub chip occurred and based upon the limited picture evidence, the chip appears relatively insignificant without any indication of impact upon usage. As I do not find that the Landlord has established any “undue damage” in respect of this allegation, this claim is dismissed.

Blinds

15. The Landlord testified the Former Tenant damaged multiple blinds within the rental unit, causing \$875.75 in repair costs for the Landlord. The Landlord produced a picture of one set of blinds which contained missing strands and testified he was advised the blinds were not working when the Former Tenant vacated the rental unit. An email written by the Former Tenant on October 22, 2023 – approximately 3 months after given up possession of the rental unit – was produced whereby the Former Tenant indicated in part as follows:

..We do agree that a few of the patio door vertical blinds might have come down during our stay but it was never in the perfect or new condition even when we moved-in. Many of the blinds were glued to a cello tape and were just made to attach and a few of them were lying in the furnace room.

16. The Former Tenant denies causing any damage and testified he raised the blinds issue with the Landlord upon move-in which was alluded to in his email to the Landlord on October 22, 2023.
17. The onus to prove this allegation rests with the Landlord. Here, the Landlord seeks reimbursement for the replacement of multiple blinds, yet only picture/video evidence of one of the blinds was produced. Based upon the October 22, 2023 email and testimony provided by the Former Tenant, which I find credible, I accept that the blinds were somewhat already damaged when the Former Tenant took possession of the rental unit. While the conditions of the blinds may have deteriorated over time, I find this is most likely caused by the poor condition of the blinds upon move in. As I do not find that the Former Tenant caused undue damage to the blinds, this allegation is accordingly dismissed.

Walls/Carpet

18. The Landlord's application seeks a total of \$1612.00 (\$1000 + \$612) for damage caused to the interior walls and carpet. While the Landlord did not visit the rental unit after the Tenant vacated, the Landlord produced pictures and interior video footage of the carpets/walls received from the Landlord's agent. The Landlord admittedly did not replace the walls/carpet, but cleaning costs were incurred and the Landlord alleges there was a loss in value. In this regard, before the Former Tenant took possession of the rental unit, the Landlord testified the carpets/walls were in good condition, stating that \$3000 was spent to paint the rental unit and \$6000 to replace the interior carpet.

19. The Former Tenant denies causing undue damage to the walls or carpet, stating any markings were minor in nature and consistent with normal wear and tear. The Former Tenant testified he arranged to have the carpets cleaned upon vacating the rental unit and an e-transfer sent to "Khalid Carpet Cleaning" in the amount of \$200 was produced. The Former Tenant also produced pictures of the carpets after the cleaning took place which showed the carpets in good condition, with mere minor shading due to the recent cleaning.

20. Based upon both parties picture/video footage produced, it is clear that any markings on the floor/carpets are minor and relatively insignificant in nature. While it is unfortunate that the Landlord incurred cleaning costs, I find that such costs are the result of typical preparation costs incurred when there is a change in tenancy. As any markings were thus the result of normal wear and tear, this claim is accordingly dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026
Date Issued

Peter Nicholson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.