



## **Order under Section 89 Residential Tenancies Act, 2006**

**File Number:** LTB-L-008633-25

**In the matter of:** 804, 50 CHARLES ST E  
TORONTO ON M4Y0C3

**Between:** Paula Ho Landlord

**And**

Nika khoshbahar Nobari Former Tenant

Paula Ho (the 'Landlord') applied for an order requiring Nika khoshbahar Nobari (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 August 5, 2025.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$3,517.02 which represents the costs to repair or replace property that was damaged and the cost of this application.
2. I am satisfied that the Landlord served the Former Tenant 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 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.
4. These documents were served on July 3, 2025 by email. While Rule 3.3 requires that the Landlord establish that there was a written agreement for documents to be served by email or to show that the documents came to the attention of the Tenant, the Tenant was present and prepared to respond so there was no prejudice in proceeding with the application.

5. The Former Tenant vacated the rental unit on January 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The Landlord submits that they will incur costs to repair or replace damage caused by the Tenant, their occupant or their guest in the amount of \$7,841.43, which represents the cost to repair or replace damaged flooring, blinds, and walls in the rental unit, as well as the ceiling of the unit below the rental unit.

#### Damaged Flooring

8. The Landlord submits that the Tenant willfully or negligently caused damage to the laminate flooring throughout the rental unit. The Landlord entered into evidence photos of the laminate flooring showing that the flooring is swelling at the corners throughout the unit. The Landlord submits that the rental unit was newly purchased less than three years ago and that the peeling flooring is undue damage that rises above normal wear and tear.
9. The Landlord also submitted into evidence an inspection report from Blueprint Building Inspections dated March 6, 2024, which states:

Water damage in the area of the kitchen, and to a lesser extent in front of the bathroom. Swelling of the laminate was observed and this cannot be corrected. If repairing, this area could not be knit into the rest of the laminate, so the entire floor would need replacement for appearance's sake. Alternatively, ceramic tile could be installed in just the kitchen area, but ceramic work is not necessarily more cost effective given the size of the unit and the area that would need repair.

10. The Landlord submits that the damage to the laminate flooring was caused by the Tenant's willful or negligent washing of the floors and was so extensive that the flooring could not be replaced.
11. The Tenant submits that the damage to the flooring is reasonable wear and tear. The Tenant testified that she used a spray mop with a laminate cleaning solution to wash the floor due to how delicate the flooring was in the rental unit. The Tenant testified that she avoided using a regular mop and water in order to avoid damaging the flooring. The Tenant testified that she was provided with special care instructions by the Landlord on how to maintain the flooring and that she had followed the Landlord's instructions with regards to the maintenance of the flooring.
12. I accept the Landlord's theory that the floor was damaged by the Tenant. The floors were three years old and I accept the Landlord's hearsay report that the floor was water damaged unduly. In the absence of any plausible explanation as to how the swelling was caused, such as a break-in, defective water pipes or excessive moisture, I am prepared to infer that the swelling was caused negligently by the Tenant or their occupant or guest.
13. The Landlord submitted into evidence an invoice from Expert Flooring Inc., dated March 4, 2024, in the amount of \$3,136.02. The invoice includes additional costs of \$210.00, which represents costs to remove a glass door closet and railing and reinstall and remove and reinstall a cabinet kick plate. As this amount was unrelated to the damage to the floor and

was not proven, it shall be removed from the remedy ordered. The total cost to replace the flooring incurred by the Landlord is \$2,826.02.

14. In considering the appropriate remedy, I considered the useful life remaining in the current laminate flooring by considering the Schedule, "*Useful Life of Work Done or Things Purchased*" set out in O. Reg. 516/06 under the *Residential Tenancies Act, 2006* (the 'Act').
15. While the schedule does not contain the useful life for laminate flooring, it does contain a useful life for vinyl flooring, which I consider to be a sufficiently comparable product. The useful life of vinyl flooring is 10 years. As the rental unit is approximately 3 years old, the Landlord is entitled to approximately 66% of the replacement cost, which is \$1,865.17.

### Blinds

16. The Landlord also submits that the Tenant caused negligent damage to the window roller blinds in the rental unit by leaning her bed against the blinds, causing the blinds to warp, which was supported by photo evidence of the Tenant's bed pushed up against the window.
17. The Landlord seeks \$2,220.99 for the cost to replace the rolling blind that was unduly damaged by the Tenant, their occupant or their guest. The Landlord entered into evidence an estimate from Blinds to Go in the amount of \$2,220.99 to replace the blinds.
18. The Tenant testified that her bed was not pushed up against the window and that the damage to the blind was a result of the location of the window handle.
19. However, given the warping to the blinds, I am not satisfied that the mere positioning of the window handle alone would have caused the damage to the blinds. Rather, it appears some weight or force was applied to the blinds causing the blinds to warp and bend.
20. I preferred the Landlord's evidence that the damage to the blinds was a result of the Tenant's negligent placement of her bed or as a result of the Tenant leaning a bed against the blinds. I did not find the Tenant's explanation for the damage to the blinds to be reasonable in the circumstances.
21. In considering the appropriate remedy, I considered the useful life remaining in the current blinds by considering the Schedule, "*Useful Life of Work Done or Things Purchased*" set out in O. Reg. 516/06 under the *Residential Tenancies Act, 2006* (the 'Act').
22. The schedule contains a useful life for drapes and venetian blinds which I consider to be a sufficiently comparable product. The useful life of drapes and venetian blinds is 10 years. As the rental unit is approximately 3 years old, the Landlord is once again entitled to approximately 66% of the replacement cost.
23. The Landlord's estimate from Blinds to Go is that the reasonable costs to replace the blinds is \$2,220.99. The amount owing to the Landlord is \$1,465.85.

### Drywall

24. The Landlord also submits that the Tenant caused damage to the walls and trim throughout the rental unit that need to be patched and repainted.
25. I was not satisfied that the damage included in the Landlord's photo evidence rose above normal wear and tear. There appear to be some very minor chips to walls and surfaces that, in my view, are more consistent with normal wear and tear given the Tenant's two-and-a-half-year tenancy.
26. As the Landlord has not proven that there was undue damage to the rental unit in the form of damage to the drywall and trim throughout the rental unit, this portion of the Landlord's application is dismissed.

#### Water Leak to Ceiling of Unit Below

27. The Landlord submits that she received two reports from Ace Condominium Management Inc. The first letter from the condominium corporation dated August 25, 2023, indicates that on August 24, 2023, an investigation was conducted and the condo corporation found that water head leaked through the floor into the unit below as water had escaped through the base of the toilet which was not properly sealed.
28. A follow-up letter from the condo corporation to the Landlord dated September 12, 2023 indicating that the estimated cost to repair the damage caused by the flooding toilet was \$819.25. The Landlord submitted into evidence a bank draft dated November 15, 2023 in the amount of \$819.25 paid to the condo corporation for this amount.
29. The Tenant submits that she was not aware of the leaking toilet as she was out of the country when the leak occurred in the rental unit. This was uncontested by the Landlord.
30. The Tenant submits that condo management had attended the rental unit but based on her communications with the condo corporation, they were unsure of the actual cause of the leak.
31. There was no evidence before me that the Tenant caused the leak, let alone did so willfully or negligently. While the Tenant did not enter evidence such as a plane ticket to support the fact that she was out of the country at the time, this was unchallenged by the Landlord and I found her testimony to be credible. As a result, I find that as the Tenant was unaware of the leak which occurred when she was out of the country, the damage was not a result of the Tenant's willful or negligent conduct, and the Landlord's request for the costs to repair the damage caused by the leaking toilet is denied.

#### Toilet Seat

32. The Landlord also sought an order requiring the Tenant to pay \$300.00 for the cost to repair a broken toilet seat.
33. The only evidence of the broken toilet seat was a photo of the toilet seat removed and a text message from the Landlord showing that the toilet seat was being replaced. It is unclear from the photo evidence how the toilet seat was damaged by the Tenant or how the damage to the toilet seat was undue.

34. I was not satisfied that the Landlord has proven that there was any undue damage to the toilet seat. The Landlord's request for the cost to replace the toilet seat is denied.

Cost of Inspection Report

20. The Landlord also sought reimbursement for the out-of-pocket expense incurred to get a unit inspection report in the amount of \$423.75. As this was not a cost to repair or replace damaged items but was a business decision by the Landlord, I decline to award this amount.
21. The Landlord incurred or will incur reasonable costs of \$3,331.02 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
12. There is no last month's rent deposit.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$3,331.02, which represents the reasonable costs the Landlord either incurred or will incur as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$3,517.02\*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former 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**

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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 Tenant must pay the Landlord:**

|                                    |            |
|------------------------------------|------------|
| Damage Costs                       | \$3,331.02 |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$3,517.02 |