



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc. v Salih, 2026 ONLTB 2298

Date: 2026-01-06

File Number: LTB-L-041263-25

In the matter of: 1301, 2870 CEDARWOOD DR
OTTAWA ON K1V8Y5

Between: Hazelview Property Services Inc.

Landlord

And

Mohammed Salih
Rana Haji

Tenants

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammed Salih and Rana Haji (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

Hazelview Property Services Inc. (the 'Landlord') also applied for an order requiring Mohammed Salih and Rana Haji (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's Legal Representative, Natasha Mizzi and the Landlord's Agent, Sylive Perrault attended the hearing. Ms. Mizzi advised me that the Tenants were no longer in possession of the rental unit.

As of 2:08 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As the Tenants are no longer in possession of the rental unit, the only matter to be dealt with today is the claim for damage. The Landlord has proven on a balance of probabilities the claim for damages and as such, the Tenants shall pay to the Landlord \$15,689.52.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. Both Tenants vacated the rental unit by May 31, 2025. A previous order, LTB-L-012467-25 was issued on June 26, 2025 which dealt with the individual termination dates of the Tenants and it also dealt with the Tenants' last month rent deposit. This order was based on the non-payment of rent by the Tenants.
4. The Landlord's Legal Representative advised me that she served the Tenants the Landlord's Evidence Brief by email, which was an agreeable method of communication set out on the lease. She further advised that she sent a copy of the Landlord's evidence to Mr. Salih's surety by mail. I am satisfied that the Tenants have been served the Landlord's evidence accordingly.
5. On April 14, 2025, the Landlord served the Tenants an N5 notice of termination deemed served on the same date. The notice of termination alleged that the Tenants have wilfully or negligently damaged the rental unit with an estimated damage amount of \$15,689.52. The damages included 9 broken closet doors, a damaged kitchen countertop, missing kitchen cabinets and drawers, burn marks and scratches on the living room floor, two holes in the wall, crayon drawings and scuff marks on all walls and doors in the unit, a broken bathroom vanity, plumbing repairs, a broken toilet and cleaning of the entire unit.
6. The Landlord's witness, Edlyn Estrevillo, the Property Manager for the residential building attended and advised that the Tenants required a new toilet and they were charged \$307.39 by the Landlord. The toilet had been damaged and cracked beyond repair and so the Tenants were charged for the replacement. When the building manager attended the rental unit in December of 2024 to replace the toilet, he noted concerns about apparent damages and the state of cleanliness. These concerns were relayed to the Property Manager.
7. The Property Manager sent a letter to the Tenants advising them of an upcoming inspection on January 24, 2025 and attended the unit on the same date. Pictures of the condition of the unit were taken on that date and they were set out in the Landlord's Evidence Brief, DOC-6401682. These pictures included all of the damages mentioned along with garbage and refuse throughout the apartment.
8. The Property Manager explained that management attempted to work with the Tenants and requested that they clean the rental unit. Management also provided the Tenants with an estimate dated March 1, 2025 from Skydem Construction Ltd. in the amount of \$15,382.13 and they continued to follow up with the Tenants. The Property Manager confirmed that the Tenants made no efforts to clean the rental unit or to fix any of the damages.

9. The Property Manager provided pictures dated March 31, 2025 that confirmed the state of the rental unit as being substantially damaged and very unclean. These pictures formed part of the Landlord's Brief.
10. The Landlord is seeking damages of \$15,689.52 which includes the estimate of \$15,382.13 and \$307.39 for the toilet replacement.
11. I accept the uncontested evidence of the Landlord that the damages done to the rental unit total \$15,689.52. As such, an order will be issued that the Tenants are to pay that amount to the Landlord.

It is ordered that:

1. The Tenants shall pay to the Landlord \$15,689.52. This amount represents the damages incurred by the Landlord to repair the rental unit after the Tenants vacated the unit.
2. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants 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

Carrie Bertrand
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.