



## **Order under Sections 88.2, 89 and 135 Residential Tenancies Act, 2006**

**Citation:** Shams v Williams, 2026 ONLTB 939

**Date:** 2026-01-06

**File Number:** LTB-L-006553-25

**File Number:** LTB-T-096673-24

**In the matter of:** 68 CANNERY DRIVE E  
NIAGARA-ON-THE-LAKE ON L0S1J1

**Between:** Shoaib Shams  
Shafaq Shoaib Landlords

**and**

Felecia Williams Tenant

In file number LTB-L-006553-25 Shoaib Shams and Shafaq Shoaib (the 'Landlords') applied for an order requiring Felecia Williams (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs she was required to pay under the terms of the tenancy agreement (the 'L10 application').

In the L10 application, the Landlords also applied for an order requiring the Tenant to pay the Landlords' 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.

In file number LTB-T-096673-24, the Tenant applied for an order determining that the Landlords collected or retained money illegally (the 'T1 application').

These applications were heard by videoconference on July 29, 2025 and October 27, 2025.

The Landlord Shoaib Shams and the Tenant attended the hearing.

### **Determinations:**

1. At the conclusion of the evidence presented in respect of the L10 application on July 29, 2025, the parties submitted jointly that these applications should be heard together in the interests of consistency and expediency because they have issues and evidence in common; and the Board agreed. Therefore the Tenant and the Landlord Shoaib Shams

returned before me on October 27, 2025 to present additional evidence and submissions in in rest of both applications.

2. In the L10 application, the Landlords claim that the Tenant vacated the rental unit on November 15, 2024 leaving them with \$7,987.32 for various items of damage and \$67.86 in unpaid utilities consumed for the period for the period December 1, 2024 to December 10, 2024.
3. In the T1 application, the Tenant seeks to recover the unused portion of prepaid rent.
4. The Tenant gave the Landlords an N9 notice of termination on November 15, 2024 setting out November 15, 2024 as the date of termination and vacated on that date. The Tenant acknowledges that the *Residential Tenancies Act, 2006* (the 'Act') does not allow her to unilaterally terminate the tenancy before the end of its term. As it turned out, the Landlords successfully mitigated their losses by re-renting the unit as of December 9, 2024. The Tenant accepts her liability for rent up to that date. But the Tenant prepaid the equivalent of four month's rent at the start of the tenancy and also paid her monthly rent as it fell due each month. She would like unused portion refunded.
5. The substance of the dispute is the Landlords' claim for damages and utilities. The Landlords acknowledge they must refund the unused portion of the \$12,000.00 they collected as prepaid rent but they would like deduct their own expenses.
8. The following claims in the L10 application are not seriously in dispute:
  - (a) The Tenant concedes that she did not return the two garage door openers but argued it is covered by the key deposit the Landlords collected but did not return. The Landlords agreed they received the keys and have not returned the \$200.00 deposit. The Tenant did not dispute the \$100.00 claimed for the garage door openers. The T1 application will be amended to include a claim for return of the key deposit. The cost of the garage door openers will be deducted and the Landlords ordered to refund the remainder.
  - (b) The Tenant agreed that she damaged and did not replace the window covering on the front door. She did not dispute the \$75.00 claimed and it shall be awarded to the Landlords.

#### *Utilities*

9. The Tenant agrees that she was obliged to pay utilities under the tenancy agreement. The dispute is about whether she should pay for the period ending December 10, 2024 as claimed or until November 15, 2024 when she moved out. I can see no principled reason why the Tenant's liability for utilities should end any earlier than her liability for rent. It could be argued that the Tenant did not consume whatever utilities were charged after she moved but I find having committed to pay them for the duration of the tenancy, she cannot avoid that liability by unlawfully terminating the lease easy. The Landlord will be awarded \$67.86 for unpaid utilities.

#### *Lawn Damage*

10. The Landlords claim that the Tenant damaged the lawn in the backyard when she installed her hot tub. They also claim that the Tenant neglected to care for the lawn in the front yard. They have claim \$3,000.00 to resod the entire property based on a verbal quote they received from someone willing to do it for that price. They have not incurred this expense.
11. The Tenant responds that she installed the hot tub with the Landlords' permission and repaired what little damage it caused. She has filed a receipt showing she paid \$60.51 for sod. The Landlords say the repair is insufficient.
12. The Landlords showed me pictures of the lawn as it looked on the day the Tenant vacated. The pictures show a lawn that is not pristine in any sense but I am unable find that it shows signs of damage beyond normal year and tear. They did not show me pictures of what it looked like before. This claim must be dismissed because I find there is insufficient credible evidence to prove either liability or quantum on a balance of probabilities.

#### *The Fridge*

13. The Landlords seek \$550.00 to replace a used fridge. The parties agree that the Landlords put in a new fridge when the Tenant moved in and stored the used one in the garage at the Tenant's request for use by the Tenant and also that the Tenant took it with her without the Landlords' permission. The Tenant says that the freezer portion of the appliance was broken and that the Landlords intended to dispose of it anyway. She said she took it away because the incoming tenant wanted it gone.
14. At the hearing, the first-named Landlord testified he had priced a used fridge of similar make and vintage and found it would cost \$550.00. The Landlords gave me no particulars about the fridge and gave no corroboration for the amount claimed.
15. I find the Tenant's version of events more probable: that the Landlords were discarding the used fridge anyway and that the Tenant removed it in keeping with her obligation to deliver vacant possession. Therefore I find this claim must be dismissed because there is insufficient credible evidence to prove either liability or quantum on a balance of probabilities.

#### *Sprinkler Heads*

16. This claim alleges that in installing the hot tub, the Tenant damaged two of the sprinkler heads in the backyard. The Landlord had no pictures but the Tenant conceded she can't deny this damage because she doesn't know. The sprinkler heads were covered by grass and not readily visible. I am prepared to accept the Landlord's unchallenged evidence and award the \$150.00 claimed which I find to be a fair and reasonable cost to reinstall two sprinkler heads.

#### *Duct Cleaning*

16. The Tenant acknowledges she had agreed to pay for duct cleaning. The incoming tenant wanted them cleaned because the Tenant had kept a pet. The Landlords say they only agreed to allow the Tenant to keep a pet on condition that she accept this expense. The

Tenant later took advice and resiled from the agreement taking the position that she is not responsible for such costs. I am inclined to agree. Tenants are only responsible for the ordinary cleanliness of the rental unit, not for preparing it to the standards expected by an incoming resident. This claim must be dismissed because there was no evidence to prove on a balance of probabilities that the Tenant or her pet caused any undue soiling to the ducts.

### Summary

17. The Landlord collected a rent deposit of \$3,000.00 on March 15, 2024 and did not pay interest when the tenancy ended. Interest in the amount of \$50.55 is owing to the Tenant for the period March 15, 2024 to November 15, 2024.
18. The Landlord must refund the Tenant \$12,250.55 representing \$12,000.00 of prepaid rent, \$200.00 key deposit and \$50.55 of interest on the last month's rent deposit subject to the following deductions:
  - (a) \$67.86 for unpaid utilities.
  - (b) \$100.00 for the cost to replace garage door openers.
  - (c) \$75.00 for the cost to replace the window covering on the front door.
  - (d) \$150.00 costs to replace the damaged sprinkler heads.
  - (e) \$2,367.12 rent owing for the 24-day period from November 15, 2024 to December 9, 2024.  
(This amount is calculated as follows: \$3,000.00 per month multiplied by 12 months divided by 365 days multiplied by 24 days)
19. Divided success. No costs.

### **It is ordered that:**

1. The Landlord shall pay the Tenant \$9,490.57. See Schedule 1 for the calculation of the amount owing.
1. If the Landlords does no pay the Tenant \$9,490.57 on or before January 17, 2026, the Landlords 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**

\_\_\_\_\_  
Nersi Makki  
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 Landlords must pay the Tenant:**

|                                           |                   |
|-------------------------------------------|-------------------|
| Refund prepaid rent                       | \$12,000.00       |
| Refund key deposit                        | \$200.00          |
| Interest on the rent deposit              | \$50.55           |
| Less unpaid utilities                     | (\$67.86)         |
| Less costs to replace garage door openers | (\$100.00)        |
| Less costs to replace window covering     | (\$75.00)         |
| Less costs to replace sprinkler heads     | (\$150.00)        |
| Less unpaid rent                          | (\$2,367.12)      |
| <b>Total amount owing to the Tenant</b>   | <b>\$9,490.57</b> |