



Order under Section 87 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: MCCARTHY v SHUKLA, 2026 ONLTB 2504

Date: 2026-01-05

File Number: LTB-L-004075-25

In the matter of: #2, 2131 SALMA CRES
BURLINGTON ON L7M3T1

Between: JANIS MCCARTHY Landlord

And

KARAN SHUKLA Former Tenant
SANGITA SHUKLA
AVNEET AULAKH
SANGITA SHUKLA

JANIS MCCARTHY (the 'Landlord') applied for an order requiring KARAN SHUKLA, SANGITA SHUKLA, AVNEET AULAKH and SANGITA SHUKLA (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

JANIS MCCARTHY (the 'Landlord') applied for an order requiring KARAN SHUKLA, SANGITA SHUKLA, AVNEET AULAKH and SANGITA SHUKLA (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

JANIS MCCARTHY (the 'Landlord') applied for an order requiring KARAN SHUKLA, SANGITA SHUKLA, AVNEET AULAKH and SANGITA SHUKLA (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 July 28, 2025.

The Landlord and the Former 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.

2. I am satisfied that the Landlord served each of 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. The application and Notice of Hearing were served on May 15, 2025, by handing them to the Former Tenants at their current residence.
4. The Former Tenants vacated the rental unit on January 28, 2024. The Landlord agreed that the tenancy would end at the end of January 2024.
5. The application was filed with the Board on January 15, 2025, which is within one year after the Former Tenants ceased to be in possession of the rental unit.
6. The parties signed a written agreement dated January 26, 2024 confirming that the Former Tenants would vacate the rental unit on January 30, 2024 and that they would remain responsible for their share of utilities once the final bills were received. This constitutes an agreement to terminate the tenancy effective January 30, 2024.
7. The lawful rent was \$2,200.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: $\$2,200.00 \times 12$, divided by 365 days.
9. The rent arrears and daily compensation owing to January 30, 2024 are \$2,169.90.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

11. The tenancy agreement required the Former Tenants to pay a share of the hydro and water costs for the rental unit.
12. The bills dated February 7, 2024 (covering December 13, 2023 to January 18, 2024) and March 6, 2024 (covering January 18, 2024 to February 16, 2024) total \$260.72 for the Former Tenants' portion. The Former Tenants did not dispute the accuracy of these bills or the agreed allocation.
13. I find that the Former Tenants failed to pay the hydro and water costs they were required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses of \$260.72 as a result.

Compensation for damage

14. The Landlord claims \$565.60 in compensation for alleged undue damage to the rental unit. The Landlord's claim relates primarily to scratches on a new refrigerator, cleaning after move-out and her own labour. The Landlord testified that the refrigerator had been scratched by the Former Tenants' dog and stated that she had obtained a telephone quote of approximately \$235.00 plus tax for repair, but she did not provide a written quote or invoice.

15. The Landlord also sought to recover \$300.00 for her own time cleaning and repairing the unit and referred to a separate \$200.00 “damage deposit,” which she said she considered when calculating her loss. However, there was no evidence that the Landlord actually paid a third party for cleaning or repairs, nor any documentation showing the cost of materials or services. The Landlord confirmed that the Tenants did not file a T1 application regarding the alleged damage deposit.
16. To award compensation under section 89 of the Act, the Board must be satisfied not only that the Former Tenants wilfully or negligently caused undue damage to the rental unit but also that the Landlord incurred or will incur reasonable costs as a result. While the scratches to the refrigerator are visible in the photographs, the Landlord did not provide reliable evidence of the cost to repair or replace the appliance. The remaining items in the damage narrative largely describe cleaning and the Landlord’s own time and effort, without independent invoices or a clear breakdown between ordinary post-tenancy cleaning and tenant-caused damage.
17. In light of the limited and largely unsubstantiated evidence of cost, I am not satisfied that the Landlord has proven the reasonable expenses she incurred or will incur in relation to the alleged damage. The damage claim under section 89 is therefore dismissed and no amount is awarded for damages.
18. The Landlord collected a rent deposit of \$2,200.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
19. Interest on the rent deposit, in the amount of \$22.90 is owing to the Former Tenant for the period from September 1, 2023 to January 30, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,169.90, which represents rent and compensation owing up to January 30, 2024.
2. The Former Tenant shall also pay to the Landlord \$260.72, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,222.90 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 Tenant.
5. The total amount the Former Tenant owes the Landlord is \$393.72*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant 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

Colin Elsby
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:

Rent and Compensation Owing To January 30, 2024	\$2,169.90
Utility Costs	\$260.72
Damage Costs	\$0.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$22.90
Total amount owing to the Landlord	\$393.72