



Order under Section 89 Residential Tenancies Act, 2006

Citation: Preetharani v Mokhtari, 2026 ONLTB 2587

Date: 2026-01-05

File Number: LTB-L-056598-24

In the matter of: 801, 900 Dynes Rd
Ottawa ON K2C3L6

Between: Aathira Preetharani

Landlord

And

Saadat Mokhtari
Fereshteh Esfandiarinezhad

Former Tenant

Aathira Preetharani (the 'Landlord') applied for an order requiring Saadat Mokhtari and Fereshteh Esfandiarinezhad (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 13, 2025.

The Landlord, the Former Tenant's legal representative, Sarah Yusuf, and the Former Tenant, Saadat Mokhtari, 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 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. These documents were served on July 6, 2025, by email to both Former Tenants at their current email addresses, which were used by the parties during the tenancy.
4. The Former Tenant vacated the rental unit on April 15, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

6. The Landlord claims that the Former Tenants negligently caused water damage to the bathtub by failing to report that water was pooling underneath a bathtub liner. The Landlord testified that when they stepped into the bathtub after the tenancy ended, the tub felt like a “waterbed”. The Landlord believes that, because the Former Tenants did not report this condition, water remained trapped under the liner and eventually caused rust, mould and other damage, requiring the bathtub to be replaced.
7. The Landlord relied on their own testimony and on a written quote dated August 1, 2025 from a contractor to replace the bathtub and surrounding finishes at a proposed cost of approximately \$15,820.00 plus HST, together with smaller amounts from plumbing contractors and the application filing fee, for a total claimed amount of \$16,554.45.
8. The Former Tenant testified that the bathtub had a slight “give” or movement from the beginning of the tenancy, that this condition did not change during the tenancy, and that there was no visible water leaking from the tub area during the tenancy. The Former Tenant stated that they did not notice a bathtub liner issue and did not carry out any renovations or changes to the tub, which is consistent with the Landlord’s evidence that no renovations were done during or immediately before the tenancy.
9. The Landlord did not provide any persuasive evidence about the age or pre-tenancy condition of the bathtub, the liner, or the subfloor beneath the tub. There were no move-in photographs or inspection reports showing the condition of the tub before the tenancy began, and no expert or contractor testified regarding the actual cause of any rust, mould, or deterioration of the tub or underlying structure.
10. The Landlord acknowledged on cross-examination that there was no evidence establishing when water, if any, started to pool under the liner. There was also no evidence that any act or omission by the Former Tenants, such as misuse of the bathtub, alterations to the plumbing, or damage to the liner, caused or contributed to the alleged condition.
11. Section 89 of the Act requires the Landlord to prove, on a balance of probabilities, that the Former Tenants, another occupant of the rental unit or a person they permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex, and that the Landlord incurred or will incur reasonable out-of-pocket expenses as a result of that damage. Normal wear and tear or deterioration over time is not “undue damage” within the meaning of section 89.
12. In this case, the evidence establishes only that there was some movement or softness in the bathtub area during the tenancy and that the Landlord later obtained a high-level quote to replace the bathtub and surrounding area after the tenancy had ended. There is insufficient evidence about what caused the tub and liner to deteriorate, or when that deterioration began.
13. In light of these evidentiary gaps, I find that the Landlord has not proven, on a balance of probabilities, that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently

caused undue damage to the rental unit or residential complex, as required by section 89 of the Act. The Landlord's claim for compensation for damage is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

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.