



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-065668-23

In the matter of: 7421 leesburg st
mississauga ON L4T3R7

Between: Davion Ellington Landlord

And

Seema Waheed Tenant
Imran Waheed

Davion Ellington (the 'Landlord') applied for an order to terminate the tenancy and evict Seema Waheed and Imran Waheed (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

AVERY LEGAL SERVICES (the 'Landlord') also applied for an order requiring Seema Waheed and Imran Waheed (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

AVERY LEGAL SERVICES (the 'Landlord') also applied for an order requiring Seema Waheed and Imran Waheed (the 'Tenant') 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 15, 2025.

The Landlord and the Tenant Imran Waheed attended the hearing. The Landlord's Legal Representative Anthony Bayovo and the Tenant's Legal Representative Zain Zahidi also attended.

Determinations:

1. As explained below the Landlord did not prove the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 23, 2023.

The Utilities

4. The Landlord has not proven that the Tenant failed to pay heat, electricity water costs that they were required to pay under the terms of the tenancy agreement.
5. The Landlord testified that the agreement indicated that there would be a 70/30 split for the utilities between the Tenant's unit and the lower unit in the complex. With the Tenant paying 70% and the lower Tenant paying 30%. He testified that the Tenant's in the lower unit vacated because of the Tenant's actions sometime around March 2023, therefore the Tenant should be responsible to pay the entirety of the utility bill. The Landlord also testified that after the lower Tenant moved out the Tenant agreed to become responsible for the entire utility bill.
6. The Landlord testified that the Tenant did not pay the additional 30% after the lower Tenant vacated and the Landlord now seeks the unpaid 30% of the utilities as part of this Application.
7. The Tenant denied that he ever agreed to pay 100% of the utility costs.
8. I am not satisfied that the Landlord has demonstrated that the Tenant failed to pay heat, electricity water costs. The lease agreement between the Landlord and the Tenant only made the Tenant responsible for a portion of the utility usage, and the Tenant denied any amendment to that lease verbally or in writing.
9. I do not have reliability or credibility concerns with respect to either of the parties, therefore as this is a Landlord's Application and the onus rests with the Landlord to demonstrate that the Tenant failed to pay heat, electricity water costs, and the parties agree the lease only requires the Tenant to pay 70% of these costs I am not satisfied that the Landlord has demonstrated that the Tenant was required to pay the additional 30% and am not satisfied that the Tenant has failed to pay heat, electricity water costs.

Compensation for Damages

10. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex
11. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.

12. The Landlord testified that the Tenant damaged the rental unit by using the complex for his vehicle repair business as a mobile mechanic. The Landlord testified that the Tenant damaged the veranda, kitchen, bathroom, garbage and the walls and left garbage behind in the unit when they vacated.
13. The Landlord testified that he first became aware of the damages before the Tenant moved out after he received a letter from the city.
14. The Landlord also relied on a notice of contravention from the city of Mississauga dated May 10, 2023 addressed to the Landlord ordering them to cease all motor vehicle repair on the property on or before June 11, 2023.
15. The Landlord testified that he also received a call from Christopher Smith, a Municipal Bylaw Enforcement Officer, who informed him that there were reports of violations around the house including a car being repaired on the property.
16. The Landlord testified that there were damages on the floor, the walls, the kitchen, and basically the whole inside of the house. He testified that they were significant in nature. He testified that these were caused by grease and other debris from the Tenant's performing vehicle repairs in the rental unit.
17. The Landlord also testified that the garage door motor was broken, and the Tenant was putting car parts inside the house which scratched up the floor and damaged everywhere inside the house. He testified that all the walls were dirty from grease.
18. The Landlord testified that he personally witnessed the Tenant repairing a vehicle inside the rental unit but could not specify when he witnessed this.
19. The Landlord testified that he is seeking total damages of \$16,329.36 to the complex. The Landlord testified that he arrived at this number based on the receipts and invoices that he received.
20. The Tenant testified that he moved into the rental unit in 2020 or 2021. He testified that he is mobile mechanic. He testified that he worked on his own car in the garage of the rental unit but denied running a business from the rental unit.
21. He testified that he owned a total of three personal vehicles and would change his tires seasonally and do his own oil changes, but this was the extent of the work performed in the complex.
22. He testified that the Tenant in the lower level also owned a vehicle and was in the business of importing and exporting cars. He testified that he did not believe that the lower Tenant ever moved out, instead he testified that he had been informed this was temporarily in Nigeria for business related to his importing and exporting.

Analysis

23. While I am prepared to accept that the Tenant likely conducted a vehicle repair business from the rental unit, I am not satisfied that the Tenant has demonstrated that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the

residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

24. The Landlord's testimony was general in nature and provided few specifics with respect to how the Tenant damaged the rental unit, while he testified that he observed someone repairing a vehicle at the complex he was unable to say when this occurred, and his testimony with respect to the actual damages was largely limited, leaving me without a fulsome understanding of exactly how and where the unit was damaged, beyond a general sense.
25. The only pictures relied on by the Landlord are largely in black and white and of fairly low quality and I am not satisfied that they clearly depict damages to the rental unit or cure the deficiency of the Landlord's testimony.
26. Additionally, I am not satisfied that the Landlord has not proven that they have incurred or will incur reasonable costs as a result of the damage.
27. While the Landlord has obtained various quotes and invoices related to the alleged repairs these were not introduced during the proceeding for my review and consideration, and even if I were satisfied that the Landlord had demonstrated that the Tenant had damaged the rental unit, they have not satisfied me that they have incurred or will incur reasonable costs of \$16,329.36 to repair these damages.
28. Therefore, the Landlord's Application shall be dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 23, 2023, the date that the Tenant move out of the rental unit.
2. The Landlord's Application is dismissed pursuant to the claim for damages, and utilities.

January 15, 2026
Date Issued

Reid Jackson
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.