



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

**Citation:** amini v Vasilevsky, 2026 ONLTB 4721

**Date:** 2026-01-15

**File Number:** LTB-L-022187-25

**In the matter of:** 300 FLAGSTONE WAY  
NEWMARKET ON L3X2R8

**Between:** Yeganeh Amini Landlord

**And**

Gannady Vasilevsky Former Tenants  
Marina Vasilevsky

Yeganeh Amini (the 'Landlord') applied for an order requiring Gannady Vasilevsky and Marina Vasilevsky (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Further, the Landlord applied for an order requiring the Former Tenants 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.

Further, the Landlord applied for an order requiring the Former Tenants 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on September 23, 2025.

The Landlord, the Landlord's agent Amir Zhar and the Former Tenants attended the hearing. The Former Tenants met with Tenant Duty Counsel prior to the hearing.

### **Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay to the Landlord \$4,301.65.

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 August 18, 2025, by personal service.
4. The Former Tenant vacated the rental unit on December 20, 2024.

#### *Rent*

5. The lawful rent was \$3,064.75. It was due on the first day of each month. There is no last month's rent deposit as the deposit had been applied to the one month in which the Tenants failed to give notice for, as the Landlord testified that the Former Tenants had only provided 30 days notice to vacate the rental unit on November 19, 2024. The Tenants vacated the unit on December 20, 2024, and the Landlord is claiming the rent up until January 23, 2025.
6. Based on the Monthly rent, the daily rent/compensation is \$100.76. This amount is calculated as follows:  $\$3,064.75 \times 12$ , divided by 365 days.
7. The Former Tenants have not made any payments since the application was filed.
8. The Former Tenants disagreed that they had owed any rent as they testified that the Landlord had told them in August of 2024 that he had intended to sell the unit and that finding a new unit was difficult.
9. The Former Tenants agreed that there had never been an agreement between the Landlord and the Former Tenants for shorter notice, as the Landlord had requested 60 days notice and had reminded the Tenants of same on December 20, 2024 by way of e-mail.
10. The Former Tenants are no longer in possession of the rental unit. I find that the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on January 23, 2025.
11. As such, on a balance of probabilities I find that the rent arrears and daily compensation owing to January 23, 2025, are \$3,064.75.

#### *Utilities*

12. The Landlord testified that the lease agreement had set out that the Former Tenants were responsible for all of the utilities in the unit. Entered into evidence was a bill from Enbridge and Reliance totaling \$362.85. These bills were for services up to February 6, 2025.
13. The Former Tenants testified that they had paid the utilities, even after they had vacated the unit providing bank records showing payments totaling \$245.78. The Former Tenants do not believe the balance of \$117.07 is owing as they were not living in the unit at that time.

14. Having considered the evidence of the parties, I find that the Landlord did not prove that the Former Tenants failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
15. The bank records provided by the Former Tenants show that payments were made to the utility providers even after they had vacated the unit which puts into dispute the amounts that are actually being claimed by the Landlord.
16. As such, this portion of the Landlord's claim is dismissed.

*Willful or Negligent Damage*

17. The Landlord claimed the following expenses as willful or negligent damage caused by the Former Tenants:
  - a) Broken Nosing – the Landlord could not locate the nosing after the Former Tenants vacated the unit and is seeking \$316.40 for its replacement;
  - b) Walls & Paint – the Landlord repainted and repaired damage to the walls of the unit and painted the main floor. The Landlord is seeking \$1,100.00 for those items.
  - c) Items left behind – the Landlord claimed \$237.30 to remove the Former Tenants' items that were left in the unit after they vacated.
  - d) Garbage Removal & Cleaning – the Landlord alleged that the Former Tenants left herbage underneath the unit's deck that was revealed after the snow had melted. The Landlord also testified that the unit had brand new fridges when the unit was first rented, and that the fridge required a deep clean and a washed carpet. The Landlord is claiming \$497.20 for those items totaling \$2,293.90.
18. The Former Tenants presented a video of the unit they had taken upon the tenancy having been terminated and questioned the costs that were being claimed by the Landlord. The testified that they were unaware of the items in the snow and that they had been able to pick up the items they had left but were advised by the Landlord that their items had already been removed within a week of their vacating the unit.
19. The Former Tenants allege that the Landlord's handyman, Alex who came to the unit on September 12, 2024, to inspect a cabinet, the front door and the toilets. The Former Tenants allege that Alex had broken half of the nosing and that it had never been repaired.
20. The Former Tenants agreed that they are responsible for the deep cleaning but that said, the Former Tenants believe that they were forced to move and that they should not be responsible for same.
21. Having considered the evidence of both parties, I am satisfied 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 by damaging the nosing and not advising the Landlord of same, for the deep cleaning of the fridge, the washing of the unit's carpet, and repair of the unit's nosing. I am not satisfied that the Former Tenants wilfully or negligently

damaged the walls in such a manner that requires repainting. While there was damage to the walls, I find that the totality of the damage was normal wear and tear associated with tenants living in a unit and this amount will be denied.

22. The Landlord incurred reasonable costs of \$1,050.90 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

*Costs*

23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$3,064.75, which represents rent and compensation owing up to January 23, 2025.
2. The Former Tenants shall also pay to the Landlord \$1,050.90, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants owe the Landlord is \$\*4,301.65. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before January 26, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 27, 2026, at 4.00% annually on the balance outstanding.

**January 15, 2026**  
**Date Issued**

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Jagger Benham  
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 Tenants must pay the Landlord:**

|                                                 |            |
|-------------------------------------------------|------------|
| Rent and Compensation Owing to January 23, 2025 | \$3,064.75 |
| Damage Costs                                    | \$1,050.90 |
| Application Filing Fee                          | \$186.00   |
| Total amount owing to the Landlord              | \$4,301.65 |