



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-084494-24

In the matter of: 606, 1160 MAIN ST E
HAMILTON ON L8M0A4

Between: Main Street East Ltd. Landlord

And

Dhrumal Jain Former Tenant
Sneh Patel

Main Street East Ltd. (the 'Landlord') applied for an order requiring Dhrumal Jain and Sneh Patel (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 September 15, 2025.

The Landlord agents, Savan Chandaria and Wing Chu attended the hearing.

As of 10:20am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant owes the Landlord \$1,033.50.
2. I am satisfied that the Landlord served the Former Tenant 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. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on April 24, 2025 by email. The Landlord had authorization to serve the Former Tenant with documents and notices by email in accordance to Section 3, Contact Information, of the tenancy agreement.
5. The Former Tenant vacated the rental unit on July 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
7. The rental unit is a one bedroom apartment in a seven story, 75 unit residential complex.
8. The tenancy commenced on August 1, 2023 for a fixed term of one year.
9. The tenancy was terminated with proper notice.
10. The Landlord owned the rental unit at the time the application was filed with the Board.
11. The Landlord submitted evidence consisting of photos and invoices for work done to repair the damage, to support the claims in the application.

Compensation damage

8. The Landlord claims the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
9. The Landlord claims they incurred reasonable costs of \$847.50 to repair the damage and or replace property that was damaged and cannot reasonably be repaired.
10. The Landlord claims the damages as follows:
 - Damage and stains to the bathtub requiring the Landlord to reglaze the tub and a layer of tiles surrounding the bathtub.
11. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord proved the allegations in the application for damage.
12. I also find the Landlord proved the reasonable costs that the Landlord incurred or will incur as a result of the damage.
13. Given the above the Landlord's application is granted.
12. There is no last month's rent deposit.
13. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

14. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$847.50, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$1,033.50*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Greg Brocanier
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:

Damage Costs	\$847.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,033.50