



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

File Number: LTB-L-088528-24

In the matter of: 29 Mozart Cres,
Brampton ON L6Y 2W6

Between: Pulkit Pandya Landlords
Kavita Patel

And

Jatinder Singh Former Tenants
Dalveer Gill

Pulkit Pandya and Kavita Patel (the 'Landlords') applied for an order requiring Jatinder Singh and Dalveer Gill (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords also applied for an order requiring the Former Tenants to pay the Landlords' 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 and reasonable out-of-pocket costs that the Landlords 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 January 14, 2026.

Only the first named Landlord and the Landlords' Representative, Vashtie Doorga attended the hearing.

As of 11:10 a.m., the Former Tenants were 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 Landlords have proven a portion of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall be required to compensate the Landlord pursuant to the terms of this order.

2. I am satisfied that the Landlords 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. The Notice of Hearing, L10 application, and evidence package documents were served on December 9, 2025, by leaving a copy of the documents with an adult person in the Former Tenants current place of residence.
4. The Former Tenants vacated the rental unit on November 30, 2023.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and Daily Compensation:

6. At the hearing, the Landlords' Representative sought to withdraw the portion of the Landlords' application pertaining to rent and daily compensation. I consented to this request and proceeded to hear the remaining portions of the Landlords' application pertaining to unpaid utilities and damages.

Compensation for Unpaid Utilities:

7. The Landlord testified that the Former Tenants were responsible for payment of the utilities at the rental property.
8. The Former Tenants failed to pay the utility account for water consumption for the period of July 1, 2023, through to November 30, 2023. The total amount owing for the water consumption was \$584.89. A copy of the utility bills was tendered as evidence by the Landlords.
9. The Former Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlords incurred reasonable out-of-pocket expenses of \$584.89 as a result of the Former Tenants' failure to pay water costs.

Compensation for Damage:

11. The Landlord testified that an inspection of the rental unit was conducted after the Former Tenants vacated the rental unit on November 30, 2023. The Landlord observed the following damages within the rental property:
 - Damaged zebra blinds with a \$350.00 replacement cost.
 - Wall damage throughout the rental unit costing \$1,250.00 to repair.
 - Floor damage within the rental unit costing \$750.00 to replace/repair as necessary.

12. The Landlord tendered photographs of the damaged items into evidence.
13. The Landlord sought to amend the application to include additional damages and unpaid utilities that were not pled in the initial application filed by the Landlords. This amendment was done on December 6, 2025, being more than a year after the initial filing of the Landlords' application. I was not provided with any evidence to suggest discoverability issues or any other issues that could justify such a delay in making said amendment. Accordingly, I did not find it reasonable to allow the amendments to the application and limited my findings and awards to the Landlords' initial application and pleadings therein.
14. Based on the uncontested evidence, I am satisfied 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.
15. The Landlords incurred reasonable costs of \$2,350.00 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.
16. The Former Tenants have not made any payments since the application was filed.
17. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$584.89, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
2. The Former Tenants shall also pay to the Landlord \$2,350.00, which represents the reasonable costs the Landlords incurred because of the damage. This amount represents the damages as described above in paragraph 11 of this order.
3. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
4. If the Former Tenants do not pay the Landlords the full amount owing on or before February 2, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 3, 2026, at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Ilan Shingait
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:

Utility Costs	\$584.89
Damage Costs	\$2,350.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,120.89