



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

**File Number:** LTB-L-066442-24

**In the matter of:** 380 ANGUS ST  
NORTH BAY ON P1B7L8

**Between:** Subendran Sabaratnam Landlords  
Sathiyathevy Nadarajah

**And**

Naveen Sharma Former Tenants  
Neha Sharma

Subendran Sabaratnam and Sathiyathevy Nadarajah (the 'Landlords') applied for an order requiring Naveen Sharma and Neha Sharma (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 Tenants' 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.

The first named Landlord and the Former Tenants attended the hearing.

**Determinations:**

1. As explained below, the Landlords proved a portion of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall be required to compensate the Landlords 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 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.

3. The L10 application and Notice of Hearing documents were served on December 14, 2025, by email communication.
4. The Former Tenants vacated the rental unit on October 31, 2023.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent / Daily Compensation:

6. The lawful rent was \$3,100.00. It was due on the 20th day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$101.92. This amount is calculated as follows:  $\$3,100.00 \times 12$ , divided by 365 days.
8. The Former Tenants have not made any payments since the application was filed.
9. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on December 31, 2023.
10. The parties signed a one-year fixed term lease starting August 20, 2023, through to August 19, 2024.
11. On October 5, 2023, the Former Tenants notified the Landlords of their intention to terminate the tenancy and vacate the rental property on October 31, 2023. The Landlords responded by informing the Former Tenants of their obligations pertaining to a fixed term lease. The Landlords re-rented the unit on January 1, 2024. Based on the evidence, I find it reasonable to end the Former Tenants liability on December 31, 2023.
12. The rent arrears and daily compensation owing to December 31, 2023, are \$7,423.04 for the period of October 20, 2023, through to December 31, 2023.
13. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

Compensation for Unpaid Utility Costs:

15. The Former Tenants were responsible for the electricity, heat, and water charges for the rental unit. The rental property was heated by way of oil heating system which required filling an oil tank for the heating of the rental unit. The Landlord testified that they had the tank filled on September 27, 2023, at a cost of \$1,619.79. The Landlord claimed that the Former Tenants are responsible for this amount of oil. The Landlord was unable to confirm whether the oil tank was full at the commencement of the tenancy or how often it required filling. The Former Tenants vacated the rental unit on October 31, 2023.
16. The Former Tenants claimed that the unit had no heat and that they did not use any oil for heating throughout the duration of their tenancy. The Former Tenants did not provide any temperature readings of the rental unit, bylaw orders, or any correspondence to the Landlords, informing them of the heating issue.

17. Based on the size of the tank and cost of fill up, it would be safe to say that a tank would more than likely last for at least one season. If this is the case, I find the most reasonable calculation to determine the cost of the used oil would be to calculate and apply the daily cost to the number of days that the Former Tenants would have used the oil for. The cost of the fill up is \$1,619.79 making the daily amount \$4.44 per day. The tank was filled on September 27, 2023, and the Former Tenants vacated on October 31, 2023, 35 days after the tank was filled. Based on these numbers, the Former Tenants would have used no more than \$155.40 for the period of September 27, 2023, through to October 31, 2023. I find this to be a reasonable amount to award for oil based on heat consumption given the limited evidence.
18. The Landlord also testified that the Former Tenants failed to pay for the water charges for the period of September 28, 2023, through to October 30, 2023. The total cost for the water charges is \$121.27. The Landlord tendered a copy of the outstanding water invoice and oil invoices into evidence.
19. The Former Tenants argued that they paid all the water utility accounts in full prior to vacating the property but were unable to provide any documentation or proof of payment with respect to the water bill presented by the Landlord. The concern I have with this argument is that the water bill from the city is dated November 6, 2023, after the Former Tenants had already vacated the rental unit.
20. Based on the evidence, I find that the Former Tenants failed to pay heat and water costs that they were required to pay under the terms of the tenancy agreement.
21. The Landlords incurred reasonable out-of-pocket expenses of \$276.67 as a result of the Former Tenant's failure to pay heat and water costs. The amount awarded comprises of \$121.27 for water charges, and \$155.40 for the Former Tenant's portion of the oil used within the rental unit.

Compensation for Damages:

19. The Landlord testified that he inspected the rental unit after the Former Tenants vacated the property and observed significant water damage under the sink. The photograph of the damage showed water stains on a wooden floorboard. It appears based on the water stains that there had been an ongoing water leak for some time. The Landlord testified that the Former Tenants never informed the Landlords of the water leak and as a result of failing to do so, caused and/or created the undue damage under the sink. The Landlords tendered an invoice for the cost of repairing the damage at a cost of \$950.00.
20. The Former Tenants argued that they do not believe that the photograph of the water damage is a sink in their rental unit and must be one from a different rental unit. I am mindful that during the Landlord's evidence, a copy of a message between the Landlords and the Former Tenants was tendered which mentioned the water under the sink. Based on the evidence, I am satisfied that the photograph is more likely than not a photograph of the sink in the rental unit, and that the Former Tenants wilfully or negligently caused undue damage to the rental unit or residential complex by failing to notify the Landlords of this leak within a reasonable time as required by their lease agreement.

21. I am mindful upon review of the invoice for repairs that the invoice includes repairing the kitchen sink pipeline, fixing the sink structure, and removing and replacing the bottom of the cabinet with new plywood. Having said this, I do not find that the Former Tenants should be liable for any of the costs associated with the actual plumbing, or pipeline repair. Accordingly, the Former Tenants should only be liable for a portion of the cost of replacing the wood at the bottom of the unit. I find that a reasonable cost to award in this instance to be \$150.00, being a portion of the cost of the wood material and labor required to replace it. I find the remaining \$800.00 to be a cost of repair of the sink pipeline and plumbing, which falls under a landlords' maintenance obligations.
22. The Landlords incurred reasonable costs of \$150.00 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.

Rent Deposit:

23. The Landlords collected a rent deposit of \$3,100.00 from the Former Tenants and this deposit is still being held by the Landlords. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Former Tenants are required to pay.
24. Interest on the rent deposit, in the amount of \$28.45 is owing to the Former Tenants for the period from August 20, 2023 to December 31, 2023

**It is ordered that:**

1. The Former Tenants shall pay to the Landlords \$7,423.04, which represents rent and compensation owing up to December 31, 2023.
2. The Former Tenants shall also pay to the Landlords \$276.67, which represents the reasonable out-of-pocket expenses the Landlords incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlords \$150.00, which represents the reasonable costs the Landlords incurred as a result of the damage.
4. The Former Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
5. The Landlords owe the Former Tenants \$3,128.45 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
6. The total amount the Former Tenants owe the Landlords is \$4,907.26\*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenants do not pay the Landlords the full amount owing on or before February 6, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.

**January 26, 2026**  
**Date Issued**

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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:**

|                                                                  |              |
|------------------------------------------------------------------|--------------|
| Rent and Compensation Owing To December 31, 2023                 | \$7,423.04   |
| Utility Costs                                                    | \$276.67     |
| Damage Costs                                                     | \$150.00     |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$3,100.00 |
| Less the amount of the interest on the last month's rent deposit | - \$28.45    |
| Total amount owing to the Landlord                               | \$4,907.26   |