



Order under Section 89 Residential Tenancies Act, 2006

Citation: BAGHERZADEH SAFARIAN v Yang, 2026 ONLTB 6963

Date: 2026-01-27

File Number: LTB-L-028644-25

In the matter of: 147 DONLEA DR
EAST YORK ON M4G2M7

Between: ROYA BAGHERZADEH SAFARIAN Landlord

And

Wilson Yang Former Tenant

ROYA BAGHERZADEH SAFARIAN (the 'Landlord') applied for an order requiring Wilson Yang (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 October 20, 2025.

Only the Landlord attended the hearing.

As of 10:03 a.m., 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:

Preliminary Issue: Was Former Tenant properly Served?

1. The Landlord failed to upload a certificate of service on the Former Tenant, of the application and notice of hearing to the Board's portal, in contravention of subsection 189.0.1(3) of the Residential Tenancies Act, 2006 (the 'Act').
2. However, the Landlord testified, under oath, that she served the application and the notice of hearing to the Former Tenant's email address, wilsoncwyang@gmail.com on August 1, 2025, at 11:08 p.m., informing him that there was an application and notice of hearing attached. The Landlord also submitted into evidence a lease agreement in which the Former Tenant agreed to be served by email to that address. She also submitted into

evidence a T1 order obtained by the Tenant, LTB-T-073526-24, issued on February 12, 2025, that was sent to that same email address as well. The Tenant had noted that email address in his own application as an address for service.

3. Consequently, I find that the Landlord has properly served the Former Tenant, and we proceeded to hear the application with only the Landlord's evidence.

Application:

4. The Landlord's application is for damage that she alleges was negligently or wilfully caused by the Former Tenant during the tenancy. The allegations include damage to kitchen cabinets, mould damage, window screen damage.
5. The Landlord said that the rental unit was in good condition when the tenancy began. The rental unit is a 3 bedroom, two-storey house with a basement. There is one bedroom in the basement, as well as a kitchenette and shower room.

Mould:

6. The Landlord submitted into evidence various photographs of the bathroom tiles, and the kitchen sink, she said she took after the Tenant vacated. There is some mould evident in the caulking of the tiles and between the sink and the countertop, as well as in the backsplash. She is seeking \$534.87, which reflects the invoice she received on June 15, 2024, for tile and grout cleaning. This included removal and replacement of caulking.
7. I find that the Landlord has failed to prove, on a balance of probabilities, that the mould in the caulking is anything more than normal wear and tear. The tenancy lasted for about four years. Caulking always deteriorates over time, and it eventually gets mouldy. This is normal wear and tear and not the result of wilful or negligent damage, and it occurs even when caulking is regularly cleaned.

Marble Floors:

8. The Landlord submitted into evidence an invoice she received from the "Marble Guys" for floor restoration in the amount of \$1,412.50. She alleges that the Tenant wilfully damaged the marble floor with his pet's urine. She had no photograph of the floor pre-cleaning. In the photograph submitted by the Landlord, the large floor tiles are slightly different colours. The Landlord said that all the tiles were the same colour at the beginning of the tenancy, and the cleaning was only able to bring back some of the colour.
9. I find that the Landlord has failed to prove, on a balance of probabilities, that there was any undue damage caused by the Tenant to the marble floor. Marble is a very porous material that needs regular refinishing and restoration. As a natural material, there is colour variation, variation in veining and texture in the stone, so it is not credible that the floor tiles were ever uniform in colour. There was no photograph that showed the floor to be particularly damaged. The Landlord only submitted photos of the floor after restoration. The Landlord would have been obliged to restore and fix up the marble floor due to wear and tear after any tenancy, especially one of four years' duration.

Light Bulbs:

10. The Landlord said that she provided light bulbs to the Tenant throughout the tenancy. She said that there was damage beyond wear and tear to all the lightbulbs, and she submitted into evidence an invoice of approximately \$232.00 for the purchase of about 60 lightbulbs.
11. I do not find that the Landlord has proved, on a balance of probabilities, that the Tenant caused any undue damage to the lightbulbs. The Landlord did not say that the Tenant took the lightbulbs, and she had no photo of lightbulbs allegedly damaged by the Former Tenant, nor did she have any written communication to the Former Tenant about causing ongoing damage to the lightbulbs. The Landlord did not even say how the Former Tenant could have possibly damaged the light bulbs. The only documentary evidence submitted by the Landlord was merely an invoice for a substantial purchase of lightbulbs. Lightbulbs need to be replaced all the time, and all those bulbs could have been for any purpose or any property. There was no evidence to link that purchase to undue damage caused to this rental unit.

Window Screen:

12. The Landlord submitted into evidence an undated photo of a damaged window screen. She also submitted an invoice in the amount of \$30.46, dated June 3, 2024, for a replacement window screen.
13. I find that the Landlord has proved, on a balance of probabilities, that the window screen was damaged during the tenancy, and the damage is more than wear and tear. The window screen was completely ripped. Consequently, the Former Tenant will be ordered to reimburse the Landlord \$30.46 for the damaged window screen.

Kitchen Cabinets:

14. The Landlord said that the upper side kitchen cabinet was damaged. She said that water damaged the door binding and the doors had to be sanded and painted. She submitted into evidence an invoice, dated May 31, 2024, for supply, delivery and installation of 3 doors for a sink cabinet in the amount of \$1,356.00.
15. The Landlord failed to provide any photographic evidence of the kitchen cabinet damage. Nevertheless, I find the Landlord's testimony on this point to be credible since there is no other apparent reason to replace three doors in the kitchen cabinetry. Consequently, the Former Tenant will be ordered to reimburse the Landlord for the kitchen cabinet damage.
16. As a result of my findings above, the Former Tenant has caused undue damage to the rental unit or residential complex by damaging a window screen and kitchen cabinetry.
12. The Landlord incurred reasonable costs of \$1,386.46 to repair the damage or replace property that was damaged and cannot reasonably be repaired.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,386.46, which represents the reasonable costs the Landlord incurred as a result of damage caused by the Former Tenant.
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 \$1,572.46*. 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 February 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Nancy Morris
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	\$1,386.46
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,572.46