



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

File Number: LTB-L-091463-24

In the matter of: 88 VINTON RD
ANCASTER ON L9K0G6

Between: Aroosha Sadaghianloo Landlord

And

Susanna Lo Voi Former Tenant

Aroosha Sadaghianloo (the 'Landlord') applied for an order requiring Susanna Lo Voi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Aroosha Sadaghianloo (the 'Landlord') applied for an order requiring Susanna Lo Voi (the 'Former Tenant') 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.

Aroosha Sadaghianloo (the 'Landlord') applied for an order requiring Susanna Lo Voi (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 29, 2025.

Only the Landlord, the Landlord's legal representative, Mike Andrews, and the Landlord's witnesses, Homa Sharifi and Sonal Matay, attended the hearing

As of 9:39 AM, 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 Tenant must pay to the Landlord \$11,649.47 by February 28, 2026.

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. These documents were served on August 21, 2025, by handing the documents to an adult person at the Former Tenant's current address.
4. The Former Tenant vacated the rental unit on April 30, 2024.
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 owing

6. The lawful rent was \$2,300.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on April 30, 2024, as a result of the Former Tenant moving out 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 that date.
10. The rent arrears and daily compensation owing to April 30, 2024 are \$6,900.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

12. The lease agreement between the parties was uploaded by the Landlord. The lease agreement states that the Tenant is responsible for paying for gas, electricity, heat, and water.
13. The Landlord's application claims that the Former Tenant failed to pay the water utility for the period of December 5, 2023, to April 30, 2024, in the total amount of \$211.73. The Landlord submitted copies of the water utility bills to substantiate their claim.
14. Based on the evidence before me, I am satisfied that the Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
15. The Landlord incurred reasonable out-of-pocket expenses of \$211.73 as a result of the Former Tenant's failure to pay water utility costs.

Compensation for damage

16. For the following reasons, I find that the Landlord has proven some of the claim that the Former Tenant willfully or negligently damaged the rental unit. Therefore, the Former Tenant shall pay to the Landlord \$6,780.00 in compensation for willful or negligent

damages to the rental unit.

17. The Landlord seeks reimbursement for total costs of \$14,510.87 associated with willful or negligent damage to the rental unit as follows:

- Contractor's invoice for \$13,560.00 related to repairs of damages and disposal of garbage.
- Replacement of lawn mower that was stolen by the Former Tenant in the amount of \$450.87.
- Reimbursement of \$500.00 which was deducted from rent in lieu of the Former Tenant's promise to complete yard work that was not done.

18. Section 89(1) of the Residential Tenancies Act, 2006 (the 'Act') states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, **where repairing is not reasonable, the replacement of damaged property** if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b)

19. This provision means that to succeed on an application like this a landlord must establish:

- There was property damage to the rental unit or residential complex
- The damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
- The damage was the result of wilful or negligent conduct.

20. There are two issues with the Landlord's claim for total costs of \$14,510.87. First, the Landlord's costs claimed for replacement of a lawn mower that was allegedly stolen by the Former Tenant and the Landlord's claim for reimbursement of a \$500.00 rent credit that was provided to the Tenant do not fall under section 89(1) for repairing or replacement of damaged property. These allegations in the Landlord's application should have been claimed under section 88.1 of the Act.

21. Section 88.1 allows a landlord to seek the reasonable costs associated with a former tenant's interference with the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or interference with another lawful right, privilege or interest of the landlord.

22. The Landlord's legal representative did not seek to amend the Landlord's application to correct this issue. Accordingly, I cannot consider these damages under s. 89(1) as sought in the Landlord's application.

23. The second issue is that the Landlord's submitted contractor's invoice did not separate out the costs for each of the repairs or remediation work that was completed. The invoice stated a lump sum amount of \$13,560.00 for:

- Disposal of unwanted items and garbage left behind by Former Tenant.
- Changing most lights.
- Unclogging the two bathtubs.
- Replacing broken sink.
- Replacing broken door.
- Replacing broken kitchen faucet and two shower heads.
- Replacing the main door lock and garage lock.
- Cutting the grass at the front and back.
- Disposal of unwanted old car tires.
- Final clean up.
- Complete clean up on all three floors, garage, front and backyard.
- Painting the whole house due to damages by the Former Tenant.
- Repair and retain of all hardwood floors and stairs due to scratches by moving furniture and dog scratch.

24. It is difficult to apportion reasonable costs for repairing or replacing damaged property with an invoice that is not itemized. For instance, removing garbage from a rental unit is only compensable when there is damage to the rental unit which cannot be attended to until the garbage is cleaned up first.

25. Again, this claim is made pursuant to s. 89(1) of the Act, rather than s. 88(1). Essentially what that means is that simply removing garbage is not wilful or negligent damage to the rental unit whereas the clean up may have been fully compensable if the claim was made under substantial interference with the Landlord's lawful rights.

26. The Landlord submitted photos of the claimed damages to the rental unit that the Landlord alleges warranted the contractor's invoice. The Landlord's witness, Homa Sharifi (H.S.) testified that they are the Landlord's Realtor and leasing agent. H.S. stated she personally witnessed the state of the rental unit prior to the start of the tenancy which H.S. described as "in perfect condition" and that she also witnessed the state of the unit when the Former Tenant moved out.

27. H.S. described the damages depicted in the Landlord's photos. Of the damages described and also considering the corresponding invoice, I am satisfied, on the balance of probabilities, that the following damages were undue and were caused by the wilful or negligent conduct of the Former Tenant, another occupant of the rental unit or a person permitted in the residential complex by the Former Tenant. I am further satisfied that the following damages are compensable under section 89(1) of the Act and/or could not reasonably be repaired.

- Broken hardware for the showers in the unit.
- Scratches in the hardwood flooring and hardwood stairs.

- Broken kitchen faucet.
- Broken door in the unit.
- Broken wood blind slats on several windows in the unit.
- Several items of furniture and personal belongings left in the unit which would have to be removed before replacement and/or repair of the hardwood floors could be completed.

28. I am not satisfied that the Landlord's costs for painting and cleaning all floors of the rental unit are compensable under s. 89(1) of the Act. The Former Tenant lived in the rental unit since July 8, 2020. It would not be unusual that re-painting would be required after a 4-year tenancy.

29. I acknowledge that the unit was left in a very unclean state; however, as stated previously this claim ought to have been set out under s. 88.1 of the Act.

30. Given that I can only award approximately half of what was claimed on the lump sum contractor's invoice to the Landlord and without an itemized total for the repairs which I have found to be properly claimed under s. 88(1) of the Act, I find it appropriate to award the Landlord costs for damages in the amount of \$6,780.00 which is 50% of the total invoice.

Rent Deposit

31. The Landlord collected a rent deposit of \$2,300.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

32. Interest on the rent deposit, in the amount of \$128.26 is owing to the Former Tenant for the period from August 1, 2020, to April 30, 2024

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,900.00, which represents rent and compensation owing up to April 30, 2024.
2. The Former Tenant shall also pay to the Landlord \$211.73, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall also pay to the Landlord \$6,780.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,428.26 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 Tenant.
6. The total amount the Former Tenant owes the Landlord is \$11,649.47*. See Schedule 1 for the calculation of the amount owing.

7. If the Former Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 27, 2026

Date Issued

Melissa Anjema

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 April 30, 2024	\$6,900.00
Utility Costs	\$211.73
Damage Costs	\$6,780.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$128.26
Total amount owing to the Landlord	\$11,649.47