



**Order under Section 79 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-036854-25

In the matter of: a, 724 Laval
Casselman ON K0A1M0

Between: 1000748331 Ontario INC Landlord

And

Sandra Yousef Tenant
Elias Sarakis

1000748331 Ontario INC (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Yousef and Elias Sarakis (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

1000748331 Ontario INC (the 'Landlord') also applied for an order requiring Sandra Yousef and Elias Sarakis (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 11, 2025.

The Landlord's Agent, Philippe Lafleche and the Tenant, Elias Sarakis attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Landlord testified that the Tenant vacated the rental unit without providing notice to the Landlord. He stated that the Tenant sent him a text message on or about March 19, 2025 that he will be leaving. The Landlord testified that he advised the Tenant that he has

to give him a sixty-day notice. On April 1, 2025 the Tenant sent a text message to the Landlord stating that he will be moving out due to the fact that he lost his job. On April 19, 2025, he sent a text message to the Tenant asking if they will be leaving, and the Tenant stated that he had vacated and left the keys in the rental unit. The Landlord testified that he served the Tenant with a N4 Notice on or about April 3, 2025, for rent that the Tenant did not pay for April 2025. He believes that the Tenant abandoned the rental unit because he did not notify the Landlord that he was vacating. The rental unit was re-rented on or about May 26, 2025, however the Landlord is claiming rent for April 2025 in the amount of \$2,050.00. The Landlord's position is that it is not fair that the Tenant was able to leave the rental unit without giving proper notice.

3. The Tenant stated that he received a N4 Notice that stated he has to pay all of the arrears or vacate from the rental unit before April 21, 2025. He vacated the rental unit on April 19, 2025, as he was not able to pay the arrears. He stated that he did not abandon the rental unit but vacated in compliance with the N4 Notice.
4. Pursuant to section 79 of the Act, a landlord may apply for an order from the Board determining that the tenant has in fact abandoned the rental unit. I find that the Landlord in this case is not seeking such order, but rather seeking compensation for the Tenant providing inadequate notice when terminating the tenancy. After hearing the parties submissions, I am not satisfied on a balance of probabilities that the Tenant abandoned the rental unit. The Tenant was not in possession of the rental unit when the application was filed. I heard the Landlord's submissions that he believes that the Tenant gave a notice in March, however I find the Tenant credible when he stated that he moved out of the rental unit pursuant to a legal notice, and therefore the Landlord's claim for one month's rent is denied.

Compensation for damages

5. The Landlord testified that the Tenant left behind a significant amount of garbage that he had to clean up. He noticed the garbage when he attended the rental unit after the Tenant vacated. The garbage that was left behind included a mattress, bedframe, dog feces in the backyard and other miscellaneous items. The Landlord submitted photographs of the garbage as evidence to the Board. For the clean up of the garbage, the Landlord is claiming \$250.00. The Landlord did not have an invoice to support this amount that he is claiming, however this amount represents the time it took to clean up the garbage, a 10 x 6 trailer, 8 hours at \$25.00 an hour which represents the time it took to dispose all of the garbage and \$50.00 to dispose of the garbage.
6. The Tenant opposes the Landlord's claim for damages, and states that he did not damage the rental unit or leave significant garbage in the rental unit. Regarding the big items that the Landlord is claiming the Tenant, left behind (bed and the bedframe) are the Landlords', not his. He does not recall other garbage being left behind, other than some small items that he believed the moving company was going to remove. The Tenant further states that the amount of \$250.00 that the Landlord is claiming is excessive, and that it would not take 8 hours to remove the garbage that was left behind.

7. The Landlord stated that there is only one piece of the bed frame, the mattress and the box spring. The Tenants left behind garbage and some children toys outside that were left behind. The Landlord stated that it did take 8 hours as there were a lot of items that was left behind.

Legal Analysis

8. Section 89(1) of 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,

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;

9. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Landlord. The Landlord must also therefore prove, on a balance of probabilities, the amounts that they are claiming against the Former Tenant. After hearing the parties' submissions, I am not satisfied, on a balance of probabilities that the Landlord proved the Former Tenants caused wilful or negligence damage
10. As stated, the standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged. I find that the Landlord failed to meet the burden of proof to establish their claims against the Former Tenants, that there was wilful or negligent damage to the rental unit. The Landlord did not offer sufficient evidence to contradict that of the Former Tenants. Therefore, the Landlord's request for compensation for damages in the amount of \$250.00 is denied.
11. In the alternative, even if the Landlord's claim for damages was granted, I do not find that the Landlord provide the amount of \$250.00 to dispose of the garbage. The Landlord limited their submissions to general statements that were not corroborated by any supporting evidence or details (such as but not limited to an invoices). I am therefore unable to ascertain the reasonableness of these costs when juxtaposed to the scope of work described by the Landlord. As such, I find that the Landlord failed to meet the burden of proof to establish their claim in this regard.
12. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage, therefore the claim for \$250.00 is denied.

It is ordered that:

1. The Landlord's application is dismissed.

January 21, 2026

Date Issued

Nathalia Debski

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.