



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

File Number: LTB-L-020086-25

In the matter of: 144, 75 ATTMAR DR
BRAMPTON ON L6P0Y6

Between: DHANANJAY KRISHNAVADAN DESAI Landlord
NEHA DESAI

And

ERICSON OGHENEKIOJA Former Tenant
BURNIFER GABRIEL OGIUGO

DHANANJAY KRISHNAVADAN DESAI and NEHA DESAI (the 'Landlord') applied for an order requiring ERICSON OGHENEKIOJA and BURNIFER GABRIEL OGIUGO (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring 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 January 19, 2026.

Only the Landlord attended the hearing.

As of 10:46a.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:

1. 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. These documents were served on November 21, 2025 by email. The Former Tenant consented in their lease agreement to service by email (DOC-6606585). I am satisfied that the documents came to the attention of the Former Tenant. In response to a previous email sent by the Landlord about the proceedings the Former Tenant Ericson Oghenekioja responded saying he was not a tenant. This demonstrates that his email

address is current and that he is aware of the proceedings. The Landlord received no bounce back email for the Former Tenant Burniger Gabriel Ogiugo.

2. The lease agreement lists Ericson Oghenekioja and Burniger Gabriel Ogiugo as tenants. The Landlord testified that he saw both Former Tenants living at the rental unit. The Former Tenant did not attend the hearing to provide any evidence regarding the claim that Ericson Oghenekioja is not a tenant. On a balance of probabilities, I find that he was.
3. The Former Tenant vacated the rental unit on January 31, 2025. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$2,850.00. It was due on the 1st day of each month. The rent arrears owing to January 31, 2025 are \$14,150.00.
9. There is no last month's rent deposit.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. I accept the Landlord's testimony that there was a large hole in a closet, the bedroom door lock was broken, that a window latch was broken, a window crank had to be replaced, the washroom tissue paper holder came out and the stand was removed, and the shower rod was broken. The Landlord provided photographs of some of the damages (DOC-6579108, pages 12-14). I find that this damage exceeds normal wear and tear.
16. The Landlord testified that they paid \$1,050.00 to fix the damages. However, then the Landlord testified that \$600.00 of that cost was to remove garbage. The Landlord did not claim costs associated with removing garbage on their application. I find that it would be procedurally unfair to the Former Tenant to allow the Landlord to add new claims without notice to the Tenant. As such only the \$450.00 that was spent fixing the damage listed on the application will be awarded.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$14,150.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall also pay to the Landlord \$450.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$14,786.00*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Amanda Kovats
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 January 31, 2025	\$14,150.00
Damage Costs	\$450.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,786.00