



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

Citation: Syed v Sepehripour, 2026 ONLTB 9583

Date: 2026-02-02

File Number: LTB-L-026031-24

In the matter of: B, 60 MELBOURNE AVE
TORONTO ON M6K1K7

Between: Rayna Sydney Syed
Peter James Reford
Landlords

And

Darius Sepehripour
Hollie Miller-sepehripour
Former Tenants

Rayna Sydney Syed and Peter James Reford (the 'Landlords') applied for an order requiring Darius Sepehripour and Hollie Miller-sepehripour (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Rayna Sydney Syed and Peter James Reford (the 'Landlords') applied for an order requiring Darius Sepehripour and Hollie Miller-sepehripour (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.

Rayna Sydney Syed and Peter James Reford (the 'Landlords') applied for an order requiring Darius Sepehripour and Hollie Miller-sepehripour (the 'Former Tenants') to pay the Landlords' 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 December 23, 2025.

Only the Landlord, Peter James Reford (PR), attended the hearing.

As of 9:41 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. As explained below, the Landlords proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall pay the Landlords \$8,017.08 on or before February 13, 2026.
2. I am satisfied that the Landlords served the Former Tenants 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 and s191(2) of the Act.
3. These documents were served on September 19, 2025, by email to the Former Tenants. This request for alternate service was previously granted to the Landlords by the Board on February 25, 2025.
4. The Former Tenants vacated the rental unit on March 15, 2024.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit. On April 1, 2024, the Landlord filed an L10 application to recover compensation rent and compensation owing, for out-of-pocket expenses for unpaid utilities and damages that were discovered after the Former Tenant vacated. That application was filed under section 87, 88.2 and 89 of the Act, which provide, in part:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

Application for compensation for failure to pay utility costs

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule

4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(2) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

Application for compensation for damage

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) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The lawful rent was \$5,600.00. It was due on the 15th day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$184.11. This amount is calculated as follows: \$5,600.00 x 12, divided by 365 days.
8. The Former Tenants have not made any payments since the application was filed.
9. The tenancy ended on as a result of the Former Tenant moving out in accordance with a notice of termination, however this notice of termination was short as per the uncontested evidence of the Landlord PR, which was substantiated by documentation entered as evidence by the Landlord PR. Therefore, the Former Tenants obligation to pay rent should have ended on May 14, 2024, and not March 14, 2024, as the Former Tenants notified the Landlords not in accordance with the Act. However, the Landlords were only seeking rent arrears and daily compensation owing to March 31, 2024, as they mitigated their losses by re-renting the rental unit for April 1, 2024.
10. The rent arrears and daily compensation owing to March 31, 2024, are \$4,800.00 as per the uncontested evidence of the Landlord PR, for January 15th to February 14th, 2024, in the amount of \$2,000.00 and March 15, to March 31, 2024, \$2,800.00. The Landlord PR

submitted the last months rent deposit was used for the rental period of February 15th to March 14, 2024.

11. The Landlords are seeking:

1. \$4,800.00 for arrears of rent as abovementioned
2. \$315.63 for out-of-pocket expenses for unpaid utilities that the Former Tenants were required to pay under the terms of the tenancy agreement.
3. \$2,715.45 for reasonable costs the Landlords have incurred to repair or replace the property damaged by the Former Tenants, willfully or negligently by causing wall damage that required repair and painting as well as damage from pets to the Landlords drapery and couch in the rental unit.
4. The Landlords are also claiming the \$186.00 filing fee for this application.

12. I am satisfied that the Landlords are entitled to claim compensation from the Former Tenants under section 88.2, 87 and/or section 89 of the Act. The Landlord PR submitted uncontested evidence and uncontested testimony of the reasonable out of pocket expenses in relation to unpaid utilities in the amount of \$315.63 and the tenancy agreement that the Former Tenants were required to pay the unpaid utilities under the terms of the tenancy agreement.

13. The Landlord PR further submitted evidence and uncontested testimony of reasonable costs of \$2,715.45 to repair the damage and replace property that was damaged, as aforementioned, inclusive of professional cleaning.

14. The Landlord PR further submitted evidence of total rent owing of \$4,800.00.

15. On a balance of probabilities from the evidence provided the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential unit willfully or negligently caused undue damage to the rental unit as claimed by the Landlords.

16. The Former Tenants on a balance of probabilities from the evidence provided also caused the Landlords reasonable out of pocket expenses as a result of the Former Tenants substantial interference of the Landlords' right, privilege or interest.

17. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$4,800.00, which represents rent and compensation owing up to March 31, 2024.

2. The Former Tenants shall also pay to the Landlords \$315.63 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 \$2,715.45, which represents the reasonable costs the Landlords incurred as a result of the damage.
4. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The total amount the Former Tenants owe the Landlord is \$8,017.08*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlords the full amount owing on or before February 13, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 14, 2026, at 4.00% annually on the balance outstanding.

February 2, 2026

Date Issued

Panagiotis P. Roupas

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 Tenants must pay the Landlords:

Rent and Compensation Owing To March 31, 2024	\$4,800.00
Utility Costs	\$315.63
Damage Costs	\$2,715.45
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	
Total amount owing to the Landlords	\$8,017.08