



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-077473-24

In the matter of: 23, 133 ALICE ST
SARNIA ON N7T3V2

Between: Eqb Ltd Landlord

And

Vishnu Anilbabu Former Tenants
Alen Vincent

Eqb Ltd (the 'Landlord') applied for an order requiring Vishnu Anilbabu and Alen Vincent (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 27, 2026.

Only the Landlord's Agent Jane Seale attended the hearing.

As of 9:44 a.m., the Former Tenants were 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 Former Tenants must pay the Landlord \$7,860.96 by February 14, 2026.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days prior to the hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on October 10, 2025 by sending them to the Former Tenants' current residence and by email on January 7, 2026.
4. The Former Tenants vacated the rental unit on June 30, 2024.

5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

6. The Landlord's Agent Jane Seale testified she attended the rental unit on July 1, 2024, the day after the Former Tenants vacated and conducted an inspection of the rental unit. She took photo during the inspection and submitted them at the hearing.
7. The Landlord's application includes an estimate from Zavitz Property Maintenance dated on July 2, 2024, showing the cost to repair damage to the unit is \$7,674.96. The estimate shows the following damage to the unit that is in need of repair:
 - a) Vanity and Plumbing
 - b) Tile Tub
 - c) 8 LED lights
 - d) 2 bifold doors
 - e) 4 door slabs
 - f) Painting of the three-bedroom unit and cupboard repair
 - g) Mold treatment
 - h) Doorknobs
 - i) Tap and drain repair
8. Ms. Seale testified that during her July 1, 2024 inspection she observed damage to the items listed in the estimate from Zavitz Property Maintenance. The photos submitted by the Landlord do depict damage to these items and areas and the damage is not consistent with normal wear and tear.
9. For example, the photos show the bathroom vanity in significant state of disrepair and doors in the unit are either missing or damaged. The kitchen cupboards have water damage and need repair. The bathroom shower tiles have bulged from the wall as a result of water damage. While not clearly visible in the photos, Ms. Seale also stated the doorknobs in the unit were dented and in need of replacement
10. Based on the uncontested evidence of the Landlord, I am satisfied the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex did wilfully or negligently cause undue damage to the rental unit or residential complex.
11. I am also satisfied the Landlord has shown they will incur or have incurred reasonable costs of \$7,674.96 to repair the damage and or replace property that was damaged and cannot reasonably be repaired.
12. The Landlord incurred costs of \$186.00 is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$7,674.96, which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
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 \$7,860.96.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 14, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

John Cashmore

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.