



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-054667-25

In the matter of: First and Second Floor of the house, 4845
Potomac Crt
Mississauga ON L5R0B1

Between: Mitman Financial & Investment Inc. Landlord

And

Rajat Aggarwal Tenants
Rabjot Singh
Kevin Monis
Sahil Rathi
Shehzan Qureshi

Mitman Financial & Investment Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rajat Aggarwal, Rabjot Singh, Kevin Monis, Sahil Rathi and Shehzan Qureshi (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on October 22, 2025.

The Landlord's Agent, Hardesh Kumar Marwaha, and the Tenants, Rabjot Singh and Rajat Aggarwal, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenants are ordered to pay the Landlord \$1,089.85 and the application fee of \$186.00, for a total of \$1,275.85.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on September 2, 2025.
4. The Landlord withdrew the N8 portion of this application at the hearing, as the Tenants had already vacated the rental unit.
5. At the hearing of October 22, 2025, the Tenants indicated that they had not had the opportunity to file evidence in support of their claims that they had already paid some of the outstanding utilities and that the damages claimed by the Landlord were incorrect and had potentially been dealt with in previous LTB matters.
6. I noted that there had been two (2) relatively recent LTB matters – LTB-L-050619-25 and LTB-L-059588-25.
7. As such, I determined that I would give the parties the opportunity to provide additional evidence and that the within hearing would proceed as a written hearing, whereby the Tenant would be given the opportunity to respond, in writing, to the Landlord's evidence and the Landlord would be accorded a final reply given that this is his application.
8. The parties provided their submissions in accordance with the conditions in the Interim Order and I am satisfied that I have sufficient information to proceed.

L2 Application

9. The L2 Application is now an application for unpaid utilities and compensation for damages.

Unpaid Utilities

10. The Landlord submitted a copy of the signed Agreement to Lease (the 'lease'), dated November 30, 2022, into evidence. At paragraph 6 of the lease, it is identified that the Tenants are responsible for gas, electricity and water/sewerage charges. At paragraph 8 of the lease, it is written that "Landlord agrees to provide copy of all utility bills (gas, hydro and water) to tenants and Tenant is responsible for 70% of the said utility bills to be paid to the landlord".
11. The Landlord claimed the following utilities on the application:

Utility	Amount Owing
Enbridge	\$289.31
Alectra Hydro	\$639.47

Water Bill	\$351.38
TOTAL	\$1,280.16

12. A detailed review of the Landlord's submitted utility bills was conducted at the hearing and the following information was verified:

Utility	Period of Bills	Total Bill Amount	70% Bill Amount
Enbridge	Apr 24 – Jul 23, 2025	\$285.71 (3 bills)	\$200.00
Alectra	May 21 – Aug 21, 2025	\$912.10 (3 bills)	\$638.47
Water	May 1 – Jul 29, 2025	\$501.97 (1 bill)	\$351.38
TOTAL		\$1,699.78	\$1,189.85

13. No explanation was provided by the Landlord as to why the figures provided in the application were incorrect. In my assessment, I determined that the inconsistencies were due to mathematical errors and I amended the amount for unpaid utilities on the application accordingly.
14. The Landlord provided evidence that he had regularly emailed the utility bills to the Tenants.
15. The Tenants did not dispute that they were required to pay the claimed utilities in accordance with their lease and the utility amounts claimed by the Landlord. They submitted that they had made several security deposits to the Landlord at the beginning of the tenancy totalling \$1,200.00 and that any utility amounts owing should be offset by these.
16. The lease (at Schedule A) indicates that the following deposits were required to be paid:
- a) Refundable Key deposit (paragraph 22) = \$250.00
 - b) Refundable Cleaning deposit (paragraph 23) = \$500.00
 - c) Last month's Utility Bill deposit (paragraph 27) = \$350.00
17. The Tenants also indicated that they also paid \$100.00 towards a "garage clicker". They provided screenshots of a \$1,200.00 bank transfer confirmation in the name of the Landlord that corresponds with the amounts of these deposits.
18. The Tenants submit that they never received any of these deposit amounts back.
19. The Tenants further claim that these utility costs were adjudicated in a previous LTB file (LTB-L-059558-25). This file regarded an L1 application for rent arrears. While it appears that the Landlord may have filed copies of utility bills with this file, these utility costs were neither reviewed nor adjudicated upon. As such, these bills are appropriately a subject of the current application.

20. The Landlord claims that the security deposits were adjudicated in same LTB file as above. For the same reasons as above, I find that these were security deposits were neither reviewed nor adjudicated upon.
21. I find that the Landlord is entitled to out-of-pocket costs incurred as a result of the Tenants' failure to pay the utility bills, in the amount of \$839.85. This amount is calculated as the amount of utilities owing (\$1,189.85) minus the Last month's Utility Bill deposit (\$350.00).

Damages

22. The Landlord claimed damages on the L2 application in the amount of \$1,214.75. The damages were detailed as follows: "1. Den (library) and Bedroom doors broken, Patio Door and lock were broken. Smoking in Kitchen living rooms and hallway, Left Garbage and Professional Smoke Odor Removal and Deodorization. Clean and Repair dry walls damages and repaints with same color. Clean garbage and remove from property. This price includes materials and labor cost."
23. The Landlord provided a copy of an invoice from Bison Construction and Trade ('Bison invoice'), dated September 13, 2025, in support of the costs related to his damage claim. The amount of this invoice was \$2,429.50 and listed several pieces of damaged property, including the currently claimed:
- Den (Library) Door
 - Backyard Patio Doors
 - Bedroom Door
 - Professional Smoke Odor Removal and Deodorization. Clean and Repair dry walls damages and repaints with same color. Clean garbage and remove from property. This price includes materials and labor cost.
24. These items did not have individual costs associated with them; there was only a final total on the invoice of \$2,429.50.
25. The Tenants submitted that damages in this invoice had been subject to a previous LTB file (LTB-L-050619-25).
26. I reviewed the order issued for LTB-L-050619-25 and found that the Adjudicator had undertaken a detailed analysis of the costs associated with the individual itemized damages on this same invoice.
27. In this previous file, the Adjudicator awarded the Landlord \$809.50 of the \$2429.50 on the bill. The Adjudicator's calculations were as follows:

Amount allocated to Bedroom & Den Door	\$250.00
Amount allocated to Patio and Stair Issues	\$1,250.00
Amount allocated to Patio Door	\$120.00
Amount awarded to Landlord	\$809.50

Total	\$2,429.50
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28. The Adjudicator did not consider the “Bedroom & Den Door” damages, as they were not part of the application on their specific file.
29. The Adjudicator did not award the amounts associated with the “Patio and Stair Issues” as there was insufficient evidence to attribute the damages to the Tenants.
30. Finally, the Adjudicator did not award the amount associated with the “Patio Door”, as it was not proven on a balance of probabilities that the Tenants wilfully or negligently damaged the patio door.
31. I have no reason to dispute the Adjudicator’s quantification of the individual damages on this invoice. As such, given that the claim for the quantum of damages is based on the Bison invoice, I am left with damage amounts of \$250.00 (for the bedroom and den doors) and \$120.00 (for the patio door) to consider in this matter.

Patio Door & Lock

32. The Landlord submitted several photographs of the patio door and indicated (in their written submissions) that:
- 2.2.1 Upon inspection of the patio area, it was observed that the patio door, door lock, and adjoining floor area were broken and damaged.
 - 2.2.2 The door frame and locking mechanism were compromised, preventing the door from properly securing. The flooring adjacent to the patio door also showed visible signs of damage, including cracks and surface wear from improper use.
 - 2.2.3 The condition of the patio door and surrounding area posed a safety and security concern and required immediate repair and replacement.
 - 2.2.4 Photographic evidence showing the patio door, lock, and floor damage has been attached and marked as exhibits.
33. The Landlord included three (3) photographs depicting the patio door and the flooring area around the door.
34. The Tenants deny that they damaged the patio door and lock and indicate that this was previously adjudicated in LTB-L-050619-25.
35. I am not satisfied that the Landlord has led sufficient evidence to support their claim that the Tenants wilfully or negligently caused undue damage to the patio door. The photographs submitted do not specifically depict any consequential damage to the patio door and lock and there is nothing in the evidence to indicate, if there was damage, that it was caused by the Tenants. As such, on a balance of probabilities, I do not find that the Tenants wilfully or negligently damaged the patio door and lock and do not award costs for damages for this item.

Bedroom and Den Doors

36. The Landlord also provided several photographs of the damaged bedroom and den doors and indicated in their written submissions that:
- 2.3.1 Upon inspection of the interior of the rental property, it was observed that the following doors and related hardware were broken and non-functional:
 - a. The den (library) room door, including its handle, was broken.
 - b. The second master bedroom door, including its handle was broken.
 - 2.3.2 The damage to these doors compromised the privacy, security, and usability of the rooms, necessitating repair or replacement.
 - 2.3.3 Photographic evidence documenting the damages to the den and bedroom doors has been attached and marked.
37. The Landlord included four (4) photographs of the doors and their locking mechanisms.
38. The Tenants deny damaging the bedroom door but do acknowledge that they were forced to break the lock on the den door to gain access to the room after the Landlord “deliberately and illegally jammed” it.
39. The photographs clearly depict damage above what would be expected from normal wear and tear. The areas around the locking mechanisms of both doors appears to be splintered and would require repair/replacement. As such, I find that the Tenants wilfully or negligently damaged the identified bedroom and den door and award reasonable costs of \$250.00 for their repair/replacement.
40. Finally, I will consider the remaining claimed damages, which consists of the following:
- Professional Smoke Odor Removal and Deodorization. Clean and Repair dry walls damages and repaints with same color. Clean garbage and remove from property.
41. The Landlord provided photographs of a large garbage bin in the rental property’s driveway and claims an unspecified amount for garbage removal. Garbage removal should not be claimed under the “Damages” head in an L2 Application – it does not constitute either a damage or a repair to the property. As such, I do not award any costs relating to garbage removal.
42. The Landlord claims an unspecified amount in regard to smoking damages, and provides three (3) photographs in support of this claim. I am unable to ascertain any smoking-related damages from these photographs – while there is, in one photograph, a full ashtray, I find that there has been nothing presented into evidence that indicates that the Tenants wilfully or negligently damaged the property by smoking in it. As such, I do not award any costs relating to smoking damages.
43. The Landlord further claims an unspecified amount for damages regarding required drywall repair and painting. Upon examination of the Landlord’s written submissions, I find that the

Landlord has not provided any evidence or quantification of these damages and, as such, I do not award any costs relating to these repairs.

44. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of September 2, 2025.
2. The Tenants shall pay to the Landlord \$839.85, which represents compensation for the Landlord's out-of-pocket costs in relation to unpaid utilities.
3. The Tenants shall also pay to the Landlord \$250.00, which represents compensation for out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$1,275.85.
6. If the Tenants do not pay the Landlord the full amount owing on or before February 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Curtis Smith

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.