



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-081230-25

In the matter of: 31 HAWTREY RD
BRAMPTON ON L7A5A9

Between: Neeru Sharma Landlords
Navneet Chawla

And

Pankaj Midha Tenants
Sapna Midha

Neeru Sharma and Navneet Chawla (the 'Landlords') applied for an order to terminate the tenancy and evict Pankaj Midha and Sapna Midha (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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 January 12, 2026. The Landlords and the Tenants 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 the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed. The Tenants vacated the rental unit on October 4, 2025.
3. At the hearing, it was determined that the Landlords had not issued or served any N5 notices in this matter. Therefore, I determined that this matter would be heard solely based on the L2 Application filed.

4. The L2 application requested \$3,795.00 in damages under Reason 4. These damages were itemized as (a) October/November rent amounts - \$2,425.00; (b) Vandalized water bill - \$420.00; and (c) Replacement cost of stove - \$950.00.
5. I am dismissing the allegations relating to the first two allegations as follows:
 - a) Rent arrears are not a proper subject of an L2 application – these should be claimed on an L1 or L10 application; and
 - b) A water bill is not a damage and should be claimed under the appropriate head on the application (i.e. Reason 3).
6. The Landlords submitted that the Tenants had damaged the glass cooktop on the stove in the rental unit, that the resulting crack in the glass cooktop was not repairable and, thus, the entire stove required replacement.
7. The Landlords submitted that the cost for a new stove was \$900.00 and provided an invoice from Appliance Bureau in support of that requested amount.
8. The Landlords indicated that the Tenants had already paid \$650.00 towards these damages and that they were seeking an additional \$250.00.
9. The Tenants submitted that the stove was three years old and that there was a scratch/crack in the cooktop when they took possession of the rental unit. They did not provide any evidence of this pre-existing crack, although they indicated that they informed the Landlord of the crack early in their tenancy.
10. On a balance of probabilities, I find that the Tenants have wilfully or negligently caused undue damage to the rental unit by wilfully or negligently damaging the glass cooktop of the stove.
11. However, I am not convinced that the stove is not repairable. The Landlord only provided a copy of an invoice for a new stove and did not provide any evidence that the glass cooktop on the stove couldn't be replaced.
12. I find that the \$650.00 already paid to the Landlords by the Tenants is a reasonable reimbursement for the alleged damages and, as such, I am dismissing the application.

It is ordered that:

1. The Landlords' application is dismissed.

February 6, 2026

Date Issued

Curtis Smith

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.