



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

File Number: LTB-L-068282-23

In the matter of: 263 Fleming Drive
London ON N5V4Y7

Between: Essmat Mourad Landlord
Jennifer Mourad

And

Rachel Henriquez Former Tenant
Ryan Henriquez
Shaun Rollo

Essmat Mourad and Jennifer Mourad (the 'Landlord') applied for an order requiring Rachel Henriquez, Ryan Henriquez and Shaun Rollo (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Essmat Mourad and Jennifer Mourad (the 'Landlord') applied for an order requiring Rachel Henriquez, Ryan Henriquez and Shaun Rollo (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 November 20, 2025.

Both Landlords, Essmat Mourad and Jennifer Mourad, attended the hearing. The two of the Former Tenants, Ryan Henriquez and Shaun Rollo attended the hearing.

Both Landlords attended the hearing.

Two of the three Former Tenants attended the hearing, Ryan Henriquez and Shaun Rollo. Rachel Henriquez did not attend but provided authorization for Ryan to speak on her behalf.

Preliminary:

Amend application

1. The Landlord requested to amend the application and remove the claim for arrears. The Landlord stated the arrears had been addressed in a prior order.
2. The Former Tenants did not object to the Landlord's request.
3. The Board's Rules of Procedure section 15 allow the Board to grant amendments the day of the hearing if the amendment does not prejudice any party and is consistent and fair.
4. Given the arrears have been addressed in a prior order I find it appropriate to grant the Landlord the request and I see no prejudice to the Former Tenant in doing so.
5. The Landlord's request is granted and reflected in this order.

Former Tenant evidence disclosure / section 82 issues

6. Board records indicate the Former Tenant submitted a request to raise section 82 issues on May 25, 2025.
7. The Former Tenants vacated the rental unit on May 31, 2023.
8. Section 82 allows a Former Tenant to submit issues that may be the subject of a tenant application at a hearing for arrears provided the Former Tenant file the issues with the Board and provide a written copy to the Landlord withing one year of the alleged incident in accordance with section 29(2) of the Act.

Time limitation

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 29 (2).

9. Given the Former Tenant vacated the rental unit on May 31, 2023 the Former Tenant's submissions are more than one year from the date of the alleged breach and therefore cannot be considered.
10. In the alternative, the Landlord had indicated the arrears had been dealt with on a prior order and as such requested to remove the arrears claim which would prevent the Former Tenant from submitting their issues on the damage claim alone.
11. Given the above the Former Tenants submission for issues raised by a Former Tenant under section 82 are denied.

Determinations:

12. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
13. 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.
14. I am satisfied that the Landlord served the Former Tenant with the application and Notice of 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.
15. These documents were served on October 1, 2025 by emailing the documents to the Former Tenants.
16. The Former Tenant vacated the rental unit on May 31, 2023.
17. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord incurred costs of \$186.00 for filing the application and entitled to reimbursement of those costs.

Compensation for damage

15. The Landlord claims the Former Tenant, wilfully or negligently caused undue damage to the rental unit or residential complex.
16. The Landlord claims they incurred reasonable costs of \$5,761.78 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
17. The damage the Landlord claims includes the following:
 - 1) Tenants left large amounts of non collectible garbage at the curb twice in addition to garbage when it was days away from being collected. Had to be picked up and dumped.
 - 2) Tenants left house cockroach infested. This was an issue they brought in and never made us aware. -Due to the tenant's neglect of causing and never informing us of the cockroach issue we had a large cost to bait and spray (invoice attached) which in turn caused
 - 3) Unable to re-rent rental unit: the house to have to remain empty and unrentable for another month which was an additional \$2600 in loss of rent.
 - 4) The furniture provided by us (couch, love seat and ottoman) was destroyed and had to be disposed of.
 - 5) Missing closet door in basement bedroom had to be replaced.

- 6) Broken (missing) railing on staircase to basement
- 7) Tenants damaged the dishwasher beyond repair by melting a main part of the dishwasher from improper use. This was a new dishwasher which had been replaced just over 3 years ago. Cost to replace and install this dishwasher \$895 plus HST.
- 8) Wall repair and painting

Landlord evidence

18. The Landlord submitted evidence consisting of documents, invoices and photographs to support the claims in the application.
19. The Landlord testified to the damage claimed in the application after the Former Tenants vacated the rental unit including garbage and debris left by the Former Tenant the Landlord had to dispose of.
20. The Landlord stated the Former Tenants left furniture outside being exposed to the weather and elements which damaged the furniture. The Landlord claims they had to throw out the furniture and replace it.
21. The Landlord's claim the Former Tenants caused damage to the rental unit and failed to notify the Landlord about the roach infestation and the Landlord was only made aware of the issue after the Former Tenants had vacated.
22. The position of the Landlord is they would have addressed the issue had the Former Tenants met their obligation to tell the Landlord and the issue would not have spread to other rental units.
23. In addition to physical damage the Landlord claims lost rent as a result of the Landlord's inability to rent the rental unit after the Former Tenants vacated due to having to address the roach infestation and perform treatment for time, they could have re-rented the rental unit to new tenants.

Former Tenant evidence

24. Both Former Tenants provided testimony to support their position they did not willfully or negligently cause damage to the rental unit.
25. Shaun testified they first discovered the roaches sometime in April 2023 and the Former Tenants attempted to self-remedy the issue by buying glue traps.
26. Shaun stated that the dishwasher was already damaged by the previous tenants when they took possession of the rental unit. Shaun stated he was unaware of a tenant's obligation to inform the Landlord of maintenance issues or infestations.

27. Ryan testified that the missing spindle the Landlord claims the Former Tenants damaged was missing when they took possession.
28. Ryan points to the Landlord's photographic evidence where the missing spindle base can be seen painted over where the spindle would have been. Ryan stated that the spindle had been missing from the prior tenants and the Landlord just painted over the empty base.
29. The Former Tenants position regarding the damaged furniture is the Landlord did not attempt to clean the furniture before throwing it out.

Analysis

30. Section 89 of the *Residential Tenancies Act*, 2006 (the "Act") states:

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. 2020, c. 16, Sched. 4, s. 21 (1).

Landlord claims dismissed

Garbage

31. I do not find that garbage removal, removal of debris or cleaning meets the definition of damage under the Act. The Act allows a Landlord to claim compensation for damage for: "...repair of or, where repairing is not reasonable, the replacement of damaged property..." In my view garbage removal and cleaning does not constitute anything that could be compensated for that requires repairing or replacing.
32. Therefore, this portion of the Landlord's claim must be dismissed.

Lost rent

33. Lost rent does not meet the definition of damage under the Act and the remedy available to the Landlord for damage is defined as “reasonable costs the Landlord incurred”. In my view lost rent is not a reasonable cost the Landlord has incurred.
34. Therefore, this portion of the Landlord’s claim must be dismissed.

Missing railing, replacement couch, damage to closet door, damage to walls, dishwasher

35. I prefer the testimony of the Former Tenant regarding the missing railing spindle. The Landlord’s own evidence suggests that the railing has been missing for some time and the Landlord has previously just painted over the base that held the spindle.
36. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person’s losses. 2006, c. 17, s. 16.

37. On cross examination the Landlord failed to provide adequate submissions on why the Landlord did not attempt to clean the couch and ottoman before disposing of it.
38. Even if I accept the Landlord’s testimony that the items were unsalvageable the Landlord has failed to provide receipts for the replacement costs for purchasing the new furniture.
39. Normally on an application like this I would expect to see receipts from the store, or online purchase or a credit card statement.
40. In the absence of such items in my view the Landlord has failed to prove the reasonable costs the Landlord claims they incurred.
41. The onus is on the Landlord to provide sufficient evidence to support the claim.
42. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
43. I prefer the testimony of the Former Tenants and in my view the Landlord has led with insufficient evidence to support the claims the Former Tenant caused damage to the closet door.

44. The Landlord submitted photographic evidence of a damaged dishwasher part that appears to have been melted by overexposure to a heat source.
45. The Former Tenants claim the part was damaged by the prior tenants.
46. The Landlord testified they hired a repair person in an attempt to repair the dishwasher but was told by the repair person the dishwasher had to be replaced as the part was unavailable.
47. The Landlord led with insufficient evidence to support her claim the dishwasher was not repairable.
48. Although the Landlord claims repair person told her such the Landlord failed to produce the repair person as a witness or submit a repair work order with the repair person's findings.
49. In the alternative the Landlord is required to prove the reasonable costs she incurred to replace damaged items and although the Landlord submitted the replacement cost for the dishwasher was \$895.00 plus tax.
50. Normally on a damage / replacement claim such as this I would expect to see receipts, credit card statements or bank statements for proof of payment.
51. In the absence of such evidence I find the Landlord has failed to prove the reasonable costs she claims to have incurred.
52. I make the same finding regarding the Landlord's claim the Former Tenant willfully caused damage to the rental unit walls.
53. The Landlord did not submit photographs or receipts for work required to repair the alleges damage to the walls.
54. In the absence of such evidence, on a balance of probabilities I find the Landlord has not proved the allegations and this claim must be dismissed.
55. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord did not prove the Former Tenant willfully or negligently caused undue damage with respect to the above allegations.
56. Therefore, the above items in the Landlord's application must be dismissed.

Damage items granted

Roach infestation

57. The Former Tenants do not dispute there were roaches in the rental unit. The Former Tenants stated they attempted to remedy the issue themselves and were unaware they had an obligation to notify the Landlord of the issue so the Landlord could address the roach infestation.

58. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Former Tenant did not notify them of the roach infestation and the Landlord incurred reasonable costs to address the issue.
59. The Landlord submitted a receipt for a pest control company the Landlord hired to remedy the roach issue in the amount of \$847.50.
60. Therefore, this portion of the Landlord's claim is granted.
61. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
62. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
63. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$847.50, which represents the reasonable costs the Landlord incurred 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 \$1,033.50*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Greg Brocanier
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:

Damage Costs	\$847.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,033.50