



**Order under Section 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-038598-25

In the matter of: 900 FRONTENAC CRES
WOODSTOCK ON N4V0A8

Between: Sunil Sharad Landlord

And

Brian Zilke Former Tenant
Tracey Zilke

Sunil Sharad (the 'Landlord') applied for an order requiring Brian Zilke and Tracey Zilke (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Sunil Sharad (the 'Landlord') applied for an order requiring Brian Zilke and Tracey Zilke (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 December 23, 2025 at 09:00 am.

The Landlord Representative Janet van Oordt, the Landlord and the Former Tenants attended the hearing.

Post hearing submissions:

1. Having heard the evidence and submissions of all parties and having concluded the hearing, the Former Tenant stayed on the Zoom line and began asking a series of questions regarding my potential decision and regarding interpretations of the *Residential Tenancies Act, 2006* (the "Act").
2. As the Former Tenant was unrepresented, I responded and reiterated that as the hearing had concluded, no further submissions could be made, and that I would be reserving my decision. Despite the hearing having concluded, the Tenant asked questions of a general

nature regarding the Board's processes, to which I provided general procedural answers. However, after a few minutes the Former tenant dropped off the call. Having already concluded the hearing I excused the Landlord and their representative and closed the hearing room.

Determinations:

3. As explained below, the Landlord proved in part the allegations contained in the application on a balance of probabilities.
4. The rental unit consisted of a single-family detached home. The tenancy commenced on August 1, 2020 and was terminated on August 31, 2024 when the Former Tenants vacated the rental unit.
5. The lawful monthly rent at the time the tenancy terminated was \$1,995.00.
6. 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.
7. 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.
8. These documents were served on November 22, 2025 by courier.
9. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Landlord testimony and evidence.

10. It was the Landlord's testimony that prior to the tenancy they spent \$14,000.00 remediating the property as the previous tenants, those occupying the unit prior to those before me, had caused significant damage. The damage to the unit and expenses incurred were supported by receipts and electronic funds transfers entered in evidence.
11. It was also their testimony that the Former Tenant's had spent the last month of the tenancy willfully causing damage to the property to include removing of fixtures, the garage door while removing the opening mechanism, the original toilets, smoke alarms and damage to the walls, stairs, carpets, doors, trim cabinetry, and laminate flooring on the main floor and in the bedroom that went beyond normal wear and tear. They supported this with pictures purportedly taken in May 2020 prior to the start of the tenancy which demonstrated the state of the unit and subsequent pictures taken immediately after the Former Tenants vacated the unit on August 31, 2024.
12. It was their testimony that the out-of-pocket expenses incurred totalled \$11,618.45, supported by invoices entered in evidence.
13. They testified that the Former Tenants substantially interfered with their lawful rights and enjoyment of their property by interfering with prospective tenants, preventing them

from inspecting the property and telling them they could not move in and by causing the aforementioned damage. This was supported by a letter, dated November 17, 2025, from a prospective tenants entered in evidence.

14. They also testified that due the damage and the loss of the prospective tenants, who would have rented the unit for September 2024, they lost a month's rent for September 2024 and were required to hire a realtor at additional costs of \$5,594.50.

Former Tenant testimony and evidence.

15. In response to the Landlord's evidence, the Former Tenant Brian Zilke gave contradictory evidence regarding the state of the unit when they moved in and when they vacated. The Former Tenant initially testified that the garage door was not broken at the commencement of the tenancy and that the carpet and stairs were brand new when they moved in, they later gave contrary evidence stating that they were both damaged when they moved into the unit.
16. They denied that the pictures the Landlord submitted were taken prior to the tenancy were representative of the condition when they moved in, claiming the pictures were taken after they moved in, and they having installed several of the fixtures, namely the main floor bathroom. It was also their submission that the pictures allegedly taken after they vacated were doctored and not representative of the state of the unit.
17. It was also their submission that the Landlord had used substandard materials or did not properly prepare the surfaces when they remediated the property, which in turn led to the ware and tear. They also testified that the flooring was not brand new as claimed. They supported this with pictures entered in evidence purportedly taken at time of moving in and vacating the property.
18. They then alleged that after vacating the Landlord and his agents proceeded to exasperate the damage to the flooring, walls, carpet and stairs, that there were several maintenance issues during the tenancy, including the garage door, smoke alarms, toilets, and the patching of holes, and water damage that they did not discover until moving out, which they took upon fixing themselves. They also testified that they were not consistent in communicating these issues to Landlord.
19. They testified that they kept the original toilets, leaving them in the garage at time of vacating after their negotiations with the Landlord to purchase the new toilets and garage door opener had failed. They also testified that the Landlord requested that they not re-install the original toilets. They supported this with screenshots of email correspondence entered in evidence which confirmed this.
20. In response the Landlord testified that the Former Tenant never communicated an issue with the garage door or toilets until two weeks prior to the Former Tenant vacating but acknowledge the Former Tenant did complete maintenance at times, which they were compensated for. The Landlord denied requesting the Former Tenants not re-install the original toilets.
21. The Former Tenant also called into question the invoices provided by the Landlord, submitting that much of the work claimed was required prior to the commencement of the

tenancy or not required at all, again reiterating their previous submissions then claiming the carpet was defective and separated from normal vacuuming which they had communicated to the Landlord. However, they could provide no evidence of such communications or dates of communications with the Landlord.

Analysis

22. Having considered the above testimony, evidence and for the reasons that follow I am satisfied on the balance of probabilities the Landlord has in part proven their case.
23. Firstly, the onus to prove the allegations in the application lies with the Landlord. Secondly, I cannot overlook that neither parties' photographic evidence had date or time stamps on them, less the one picture of the countertop provided by the Former Tenant. However, in that case the picture was taken in November 2020, approximately three months after moving in, accordingly I do not accept it being representative of the countertops condition at time of move in.
24. That said I am satisfied, based on the invoices entered by the Landlord, including their date time stamps, that they did complete significant remediations to the rental property prior to the tenancy commencing. The invoices demonstrated the extent of work and repairs that had been completed.
25. This then leads me to the Former Tenant's testimony. Throughout their testimony, they regularly changed their explanation for the alleged damages; the evidence was inconsistent and contradictory. Initially they claimed that there was no damage to the carpet or garage door, to only later claim they were defective, broken or repaired by themselves during the course of the tenancy. They could provide no evidence of this being communicated to the Landlord. Regarding the other alleged damage, they initially claimed it was due to substandard materials, to then claim normal wear and tear, to then submit the Landlord either doctored the pictures or exasperated the damage deliberately after they vacated. Accordingly for these reasons I have serious concerns with the credibility of the Former Tenant's testimony.
26. That is not to say the Landlord was fully consistent in their testimony either. Specifically, I cannot overlook the email evidence that the Landlord was aware that the toilets had been removed and requested they not be reinstalled. Likewise, although I acknowledge the letter from the perspective tenants, given they were not present to be cross examined or give direct testimony it amounts to hearsay, and I give it little weight which in turn will affect my determinations regarding the alleged substantial interference. That said, when I compare these two inconsistencies to those of the Former Tenant, I cannot but prefer the overall evidence of the Landlord.

Compensation for damage

27. Having heard the evidence of the parties and comparing the pictures entered with the invoices provided for the alleged repairs, I am satisfied on the balance of probabilities that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to

the rental unit or residential complex as it pertains to the garage door, stairs, carpet, cabinetry, bedroom flooring and removal of smoke detectors.

28. The garage door is clearly shown to be ajar and in a damaged state and the mounts for the smoke detectors are clearly absent of the units. However, a review of the Landlord's invoices revealed nothing to support they have incurred costs, as of yet or an estimate of future costs, associated with these items and as such I cannot award the remedy sought.
29. Regarding the stairs, carpet, cabinetry, and the flooring in the bedroom, the damages depicted, namely the tears and gouges, are significant and consistent with negligence or wilful damage and supported by the invoices entered into evidence. Accordingly, I am satisfied the Landlord has proven they incurred reasonable costs of \$2,600.00 to repair the damage or replace property that was damaged and cannot reasonably be repaired.
30. As to the other issues claimed, having considered the evidence, including the pictures entered, I am satisfied the damage depicted is either consistent with the wear and tear of a tenancy that is the length of the one before me or I cannot not clearly identify the location of the damage, regarding the main floor flooring. As a result, these claims are denied.

Compensation for substantial interference

8. The Landlord has not proven that the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
9. Specially, given my determinations above regarding the damages and the letter from the perspective tenants, namely that it amounts to hearsay for which I have given little weight, I am not satisfied the Landlord has proven the rental unit was uninhabitable at the end of the tenancy thereby warranting the loss of income or cost of a realtor. The Landlord has failed to meet the burden of proof to establish these claims on a balance of probabilities. Accordingly, this portion of the Landlord's application is dismissed.

Rent Deposit

17. There is no last month's rent deposit as it was applied to August 2024 rent.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$2,600.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$202.15 for the cost of filing the application.
3. The total amount the Former Tenants owes the Landlord is \$2,802.15*. See Schedule 1 for the calculation of the amount owing.

4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 16, 2026, the Former 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

Kelly Delaney

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	\$2,600.00
Application Filing Fee	\$202.15
Total amount owing to the Landlord	\$2,802.15