



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

File Number: LTB-L-073257-25

In the matter of: 1220, 100 HARRISON GARDEN BLVD
NORTH YORK ON M2N0C2

Between: Petra Inc Landlord

And

Arash Sereshti Tenant
Alireza Hashemi

Petra Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Arash Sereshti and Alireza Hashemi (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Petra Inc (the 'Landlord') also applied for an order requiring Arash Sereshti and Alireza Hashemi (the 'Tenant') 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 16, 2025.

Only the Landlord's Agent and the Landlord's Legal Representative Dakk Marrello attended the hearing.

As of 9:38 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord \$10,437.96 for damages to the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 19, 2025.

4. On August 5, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenant, without the Landlord's knowledge or permission, installed a bidet attachment in the bathroom, and that this installation caused a significant leak which resulted in water escaping from the rental unit into the unit below. The notice further alleged that the leak caused substantial water damage to flooring, walls, and ceilings, requiring remediation and repairs coordinated through the condominium corporation.
5. It is the Landlord's evidence that the condominium building management contacted the Landlord after observing active flooding into the unit below the Tenant's rental unit. Building management provided the Landlord with emails, photographs, and video recordings showing water leaking from the Tenant's bathroom during the incident. The Landlord testified that the Tenant installed a bidet without permission, and that the improper installation resulted in the leak. The Landlord hired contractors recommended by the condominium corporation to complete the required repairs. The total repair invoice was \$27,683.25, of which the Landlord's insurer paid \$16,793.29, leaving \$10,437.96 owing. The Landlord submitted before-and-after photographs documenting the condition of the unit and confirmed that the damage occurred during the tenancy as a result of the Tenant's unauthorized alteration.
6. Accordingly, on the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
7. Moreover, I find that the Landlord has incurred reasonable costs of \$10,437.96 to repair the damage or replace property that was damaged and cannot be repaired and is entitled to be reimbursed for those costs.

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

8. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$240.20 is owing to the Tenant for the period from April 12, 2021, to October 19, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 19, 2025.
2. The Tenant shall pay to the Landlord \$10,437.96, which represents the reasonable costs of repairing the damage or replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,640.20 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

5. The total amount the Tenant must pay the Landlord is \$7,983.76.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant 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

Kyle Anderson
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.