



AMENDED ORDER
Order under Section 88.2 & 89
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-075812-23-AM

In the matter of: 720, 251 MANITOBA ST
ETOBICOKE ON M8Y0C7

Between: LEASEOPOLY (NiagaraRental.ca) Landlord

And

sarah khader Former Tenant

Pursuant to a request filed by the Landlord on January 12, 2026 this order is amended as below.

The order is amended to correct a clerical error in the last months rent deposit being held by the Landlord. The amendment is bold highlighted for ease of reference.

LEASEOPOLY (NiagaraRental.ca) (the 'Landlord') applied for an order requiring sarah khader (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

LEASEOPOLY (NiagaraRental.ca) (the 'Landlord') applied for an order requiring sarah khader (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.

The Landlord and the Landlord agent, Alexandra (Ally) Bembem attended the hearing.

As of 9:25am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Amend application

1. On the day of the hearing the Landlord agent requested to amend the application and lower the amount of damage claim in the application.
2. The Landlord agent stated that the actual costs for the repairs were less than indicated on the application.
3. The Former Tenant was not in attendance to make submissions on the Landlord's request.
4. Section 15 of the Board Rules of Procedure on Amending Applications states:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

5. Given the Landlord's request to lower the amount claimed in the application I do not find it prejudicial to the Former Tenant to grant the Landlord's request.
6. The application is amended to change the damage claim in the application from \$4,306.68 to \$4,256.73 and is reflected in this order.

Determinations:

7. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
8. 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.
9. 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.
10. These documents were served on September 19, 2025 by email to the Former Tenant's email address. The Landlord had written authorization in accordance with the tenancy agreement for the Former Tenant to receive documents and notices by email.
11. The Former Tenant vacated the rental unit on September 1, 2023.
12. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
13. The Landlord owned the rental unit at the time the Landlord filed the application with the Board.
14. The rental unit is a one-bedroom condo unit in a multi unit residential complex.

Compensation unpaid utility costs

8. The Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.
9. The Landlord incurred reasonable out-of-pocket expenses of \$171.70 as a result of the Former Tenant's failure to pay utility costs.
10. The Landlord submitted a copy of the tenancy agreement to support the claim the Former Tenant was obligated to pay utility costs.
11. The Landlord submitted copies of the unpaid utility bills and the amounts owed by the Former Tenant.
12. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations the Former Tenant owes for unpaid utility bills I find the Landlord has proved they incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay the utility costs.

Compensation damage

2. The Landlord claims 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.
3. The Landlord claims they incurred reasonable costs of \$4,306.68 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
4. The Landlord claims the following Former Tenant caused the following undue damage:
 - 1) 21 hours of cleaning (including balcony which was damaged by dog feces/urine previously noted and addressed at an earlier date by condo. Required additional cleaning at move out due to more feces/urine);
 - 2) full repaint - wall and door repairs;
 - 3) trim replacement;
 - 4) complete replacement of lock at front door;
 - 5) dismantle of furniture and furniture removal - garbage removal;
 - 6) caulking removal and replacement;
 - 7) repairs to island and hinges;

- 8) cover bolt replacements - light replacement and clean out (debris in light fixtures); and
 - 9) Also seeking the prorated amount for 7 days required to complete repairs/cleaning before showings could begin to attempt to find a new tenant.
 $\$2500/30 \times 7 = \533.00 .
5. The Landlord submitted documentary and photographic evidence to support the claims in the application.
 6. The Landlord agent testified that the Landlord attempted to work with the Former Tenant during the tenancy to come into compliance with the cleanliness standards the Former Tenant was obligated to under the tenancy agreement.
 7. The Landlord submitted copies of N5 notice with details of the Former Tenant's smoking on the balcony and allowing the dog to defecate on the balcony.
 8. The Landlord also submitted photographs showing the damage caused by the dog feces and urine on the balcony.

Analysis

Damage claims dismissed: 7 days prorated during cleaning

9. The Landlord's claim does not meet the definition of "damage" under the Act and this claimed costs is not an item that can be repaired or replaced as a result of undue damage.
10. Therefore, I find this portion of the Landlord's damage claim in the amount of \$533.00 must be dismissed.

Damage claims granted: all remaining damage items claimed

11. 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.

12. I find the Landlord's photos persuasive with respect to the damage and the degree to which the dog urine and feces has damaged the balcony.
13. I find the Landlord had attempted to mitigate their losses by serving the Former Tenant with N5 notices for the Former Tenant to correct the behaviour and the Former Tenant failed to do so.

14. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the Former Tenant has wilfully or negligently caused undue damage to the rental unit or residential complex.
15. The Landlord submitted a copy of the invoice in the amount of \$3,723.35 the Landlord paid as a result of the Former Tenant's willful or negligent damage.
16. I find the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage.
- ~~17. The Landlord collected a rent deposit of \$2,500.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.~~
- ~~18. Interest on the rent deposit, in the amount of \$63.18 is owing to the Former Tenant for the period from August 29, 2022 to September 1, 2023~~
19. 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.
20. 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 \$171.70, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall pay to the Landlord \$3,756.73, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
- ~~4. The Landlord owes \$2,563.18 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.~~
5. The total amount the Former Tenant owes the Landlord is ~~\$1,551.25~~ **\$4,114.43***. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

February 9, 2026
Date Amended

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:

Utility Costs	\$171.70
Damage Costs	\$3,756.73
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,500.00
Less the amount of the interest on the last month's rent deposit	-\$63.18
Total amount owing to the Landlord	\$1,551.25 \$4,114.43