



Order under Section 89 Residential Tenancies Act, 2006

Citation: 2627408 Ontario Limited v Akalla, 2026 ONLTB 12374

Date: 2026-02-10

File Number: LTB-L-084583-24

In the matter of: 4931, 4931 Abbotts Street East
Stittsville ON K2S1E7

Between: 2627408 Ontario Limited Landlord

And

Adebola Akalla Former Tenants
Hannah Akalla

2627408 Ontario Limited (the 'Landlord') applied for an order requiring Adebola Akalla and Hannah Akalla (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 January 28, 2026.

The Landlord's agents Harsh Kumar Patel and Biralkumar Patel attended the hearing. The Former Tenant Hannah Akalla and the Former Tenants' representative Nancy Zagbayou also attended.

Determinations:

1. As explained below, the Landlord proved one of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall compensate the Landlord in the amount of \$6,175.00 for damage to the carpets, plus the filing fee.
2. I am satisfied that the Landlord served the Former Tenants 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.
3. These documents were served on December 20, 2025 by email.
4. The parties agreed that the Former Tenants vacated the rental unit on October 1, 2024.

5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
6. At the commencement of the hearing, the Landlord's agents sought to amend the application to include a claim for outstanding water utilities. This amendment request was denied. Pursuant to section 88.2(2) of the *Residential Tenancies Act*, 2006 (the 'Act') the Landlord was required to make this claim no later than one year after the Former Tenants vacated. As of the hearing date it has been over one year since the Former Tenants moved out of the unit.

Compensation for damage

7. In the L10 application the Landlord claims \$30,769.50 for damage to the unit's carpets, wood flooring and trim, air conditioner, fridge, dishwasher, doorknobs, bathroom towel holders, closet doors, curtain rails, electrical fixtures, floor registers, a gas stove button, stove hood fan, paint throughout the unit, a kitchen sink drain, and kitchen cabinets.
8. In the hearing, the Landlord's agent submitted an invoice totalling \$24,769.50 showing the costs already incurred to repair some of the damage and the costs they plan to incur to repair the rest.
9. I note that \$750.00 out of this \$24,769.50 total was subtracted from the Landlord's claim in the hearing. The Landlord's agent stated that they were not seeking reimbursement for repairs to an air conditioner.
10. The Landlord claimed the following:
 - (a) \$6,500.00 for repainting the unit;
 - (b) \$1,150.00 for repairing the kitchen sink;
 - (c) \$400.00 to fix door locks/knobs;
 - (d) \$380.00 to fix electrical sockets;
 - (e) \$6,175.00 to replace carpet in the unit;
 - (f) \$4,675.00 to replace hardwood flooring; and
 - (g) \$2,900.00 to repair stairs.
11. The Former Tenant Hannah Akalla testified that the rental unit was already in a state of disrepair upon moving in, and that the Landlord was seeking to charge the Former Tenants for the costs required to renovate the entire unit. The Former Tenant denied causing any damage to the unit, other than breaking a plastic basket in the refrigerator, and causing damage to the carpets. The Former Tenant acknowledged that the carpets were clean as of their move in date.
12. The Landlord's agent also testified that they attempted to first clean the carpets, which did not work, before deciding they would need to be replaced. The Landlord submitted pictures in the hearing which showed that carpet throughout the unit is heavily soiled.
13. While the parties agreed that the Former Tenants damaged the carpet, the Landlord did not provide any before pictures of what the unit looked like prior to it being rented. Without this type of evidence, I cannot make a finding that they wilfully or negligently caused

damage to the rest of the rental unit. It is possible that some of the damage pre-existed the tenancy.

14. I note that part way through the hearing, the Landlord's agents did ask to submit "before" pictures of the unit into evidence. These images had not been disclosed to the Former Tenants prior the hearing. The Former Tenants' representative was opposed to the request and stated that it would be prejudicial to her clients to allow a late filing of evidence given that they would not have had an opportunity to review the pictures. I did not allow the Landlords to enter these images as exhibits. It would be prejudicial to the Former Tenants to require them to review the images live in the hearing without the benefit of receiving legal advice. Rule 19.1 of the Board's Rules of Procedure requires parties to exchange evidence 7 days prior to a hearing.
15. Based on the limited evidence provided by the Landlord, I can only find that the Former Tenants wilfully or negligently caused damage to the carpet in the rental unit. While the Former Tenant also acknowledged damaging the refrigerator, the Landlord's agents did not make a claim for refrigerator related compensation in the hearing.
16. The Former Tenants shall compensate the Landlord in the amount of \$6,175.00 for the cost to repair carpet in the rental unit. The Landlord has plans to incur these costs despite having already re-rented the unit.

Rent Deposit

17. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$6,175.00, which represents the reasonable costs the Landlord will incur as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$6,361.00.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before February 21, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Madeline Ntoukas
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.