



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Joshi v Phillips, 2026 ONLTB 11086

Date: 2026-02-17

File Number: LTB-L-046522-24

In the matter of: 115 CAROLINE ST
Welland ON L3B0J9

Between: Arun Kumar Joshi Landlord
Arti Sharma

And

Gordon Phillips Former Tenant
Kayla Reilly

Arun Kumar Joshi and Arti Sharma (the 'Landlord') applied for an order requiring Gordon Phillips and Kayla Reilly (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring 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 January 19, 2026.

The Landlord Arun Kumar Joshi, the Landlord's representative Danielle Kinnear-Pietrangelo, and the Tenant Gordon Phillips attended the hearing.

Determinations:

Adjournment Request

1. The Tenant requested an adjournment because he needed time to gather evidence. The Tenant stated that he thought a lot of the Landlord's claims were ludicrous, but after seeing how the other hearings went during the day, he now realized he needed time to prepare. The Tenant stated that the holidays and looking for employment had impacted his ability to prepare.

2. The Tenant's adjournment request was denied. I accept the Landlord's evidence that the notice of hearing was served on the Tenant on December 17, 2025. The Tenant also acknowledged learning about the hearing in late December 2025. I find that the Tenant had adequate time to prepare. That the holidays were during that period and that the Tenant was looking for employment is not a sufficient reason for the typical amount of time to prepare to be inadequate. I also find that the Landlord would be prejudiced by the adjournment request as they have been waiting a long time for the resolution of their claims and spent time to attend the hearing.
3. However, despite denying the adjournment request I held the matter down for an hour to give the Tenant time to prepare. I also told the Tenant he could rely upon any late disclosure that the Landlord could reasonably be able to review quickly. The Tenant provided the Landlord with a video but then decided during the hearing to not rely upon it.

The Application

4. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$5,565.12, which represents rent and compensation owing up to May 24, 2024, reasonable costs the Landlord incurred will as a result of the damage, the cost of filing the application.
5. The Former Tenant vacated the rental unit on May 22, 2024. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent Arrears

6. The Landlord seeks rent until June 30, 2024 because the Tenant was still under a lease when they vacated and the Landlord was not able to find a new tenant until that date. However, the tenancy ended on May 24, 2024 as a result of the Former Tenant moving out in accordance with an N4 notice of termination. Therefore, the Former Tenant's obligation to pay rent ended on that date.
7. The lawful rent was \$3,000.00. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: $\$3,000.00 \times 12$, divided by 365 days.
9. The Landlord submits that the only unpaid rent is for the 24 days in May 2024. The rent arrears owing to May 24, 2024 are \$2,367.12.
10. The Landlord applied the last month's rent deposit to April 2024. Doing so is technically contrary to section 105(10) of the *Residential Tenancies Act, 2006* ('the Act') as a rent deposit must be applied to the last rental period. However, the Landlord doing so in this case will not change the amount owing. Regardless of whether the rent deposit is applied to April 2024 or 24 days in May and then some days in April, the amount owing will be the same.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

DamageExterior of the Rental Unit

15. The Landlord seeks compensation for damage to the exterior of the rental unit.
16. The Landlord provided a video of a U-Haul truck being backed up into the exterior of the rental unit on the day that the Former Tenant vacated (DOC-5529874). While the Former Tenant agreed that he had rented a U-Haul truck to move that day, he denied that he was driving the truck. The Tenant testified that the truck might have belonged to someone picking up items he had left outside the rental unit.
17. On a balance of probabilities, I find that the U-Haul truck was being driven by the Former Tenant or a person the Tenant permitted into the residential complex. The incident happened on the day the Tenant was moving out and was the same brand of truck he rented. Someone picking up some items from the curb would not have needed to back up into the rental unit driveway or to use such a large truck. I find that the Former Tenant negligently damaged a brick pillar outside the rental unit when it was hit by the U-Haul. A video shows significant damage to the pillar (DOC-3513210).
18. The Landlord also submits that the Former Tenant caused various chips to the brick outside the rental unit. The Landlord submitted videos of the chips (DOC-3513156 and -DOC-3513266). The Landlord led insufficient evidence to prove that the Tenant caused this damage or what was the cause of the damage. There are various chips throughout the brick and its not clear that the U-Haul caused the damage. The Tenant testified that the rental unit was the first house to be occupied on the street and that the surrounding area was an active construction zone and that the damage may have been caused by that.
19. The Landlord provided a non-itemized invoice for the exterior masonry work totalling \$2,573.00 (DOC-7174732, page 10). The invoice is slightly confusing because it appears to list different totals, but I accept the Landlord's evidence that is because of the application of a deposit they paid and that the total is \$2,573.00. As I'm not satisfied that the Former Tenant caused all the damage listed on the invoice the Former Tenant cannot be ordered to pay it all. There is a second page to the invoice that provides some break down (DOC-7174732, page 11) but it also does not make explicitly clear what the cost to fix just the pillar was. I find that the reasonable costs incurred to fix the damage to the pillar is half of the invoice amount in the amount of \$1,286.50. The damage to the pillar is significant and on a balance of probabilities would account for at least half the cost of the invoice. The Landlord could have provided an itemized invoice but failed to do so. I find that the Landlord provided insufficient evidence to establish that the pillar damage represents more than half the invoice.
20. The Landlord submits that when the moving truck hit the rental unit the garage door was bent, the opener was broken, and there was wiring damage. The Landlord provided videos showing damage to the garage door (DOC-3513223 and DOC-3513260). The Former Tenant testified that the garage door openers never worked and that he complained to the Landlord about it. I find on a balance of probabilities that the Former Tenant damaged the garage door with the U-Haul truck. The videos show a hole at the bottom of the door and a large crack in the brick masonry that leads to the garage door. Alternatively, if the U-Haul

truck did not cause the damage, I still find the damage to be caused by the negligent actions of the Former Tenant. The damage is not consistent with normal wear and tear. The Landlord led insufficient evidence to prove that the Former Tenant damaged the garage door openers. I have insufficient evidence and reason to disbelieve the Former Tenant that the openers never worked.

21. The reasonable costs to repair the garage doors are \$1,525.50. This is supported by an invoice (DOC-7174732) that shows a line item for repairing the garage doors plus HST. The line items for the garage door openers will not be awarded for the reasons above. There is a line item for repair and trouble shooting the electrical on the main floor that the Landlord did not prove is connected to damage caused by the Tenant and therefor that amount has not been awarded.
22. The Landlord also provided evidence that the Former Tenant damaged the gutter on the exterior of the rental unit. I'm not satisfied that the Landlord led sufficient evidence to prove what the reasonable costs of repair are. None of the Landlord's invoices include a line item for gutter repair. The Landlord submitted that the gutter was included in the invoice for the drywall repairs to the interior of the rental unit (DOC-7174732, page 9). I find that to be a very strange place for exterior repairs to a gutter to be included. The Landlord submitted that the gutter repair was not too much and that it was maybe \$100.00. I did not find that the Landlord had clear and sufficient evidence to prove the cost of repair.

Garage Floor and Walls

23. The Landlord provided videos of what they describe as damage to the garage walls and floor (DOC-3513205 and DOC-3513255). While the Landlord testified that the rental unit was brand new when the Former Tenant moved in, the Landlord did not provide any photographs of the garage prior to move in. The Landlord led insufficient evidence to establish that the unfinished rough look of the garage was caused by the negligent or wilful actions of the Former Tenant. It is also unclear what exactly the costs are that the Landlord is seeking for the garage. The Landlord presented evidence about damage to the garage walls but then submitted that they were not seeking anything for the damage to the garage walls. None of the Landlord's invoices (DOC-7174732) show what the cost to fix just the garage floor damage is.

Interior Walls

24. The Landlord submits that there are patches and holes throughout the rental unit walls. The Landlord provided numerous videos that show patches to the walls (DOC-3513144, DOC-3513184, DOC-3513200, and DOC-3513245).
25. The Former Tenant testified that he did his best to patch the drywall. The Former Tenant testified that they were trying to make a home out of the rental unit and that involved hanging curtain rods, mounting a tv etc. The Former Tenant testified that he does not believe the Landlord had to replace the drywall and that it could have just been painted over.
26. I'm not satisfied on a balance of probabilities that the Former Tenant willfully or negligently damaged the walls of the rental unit. Hanging some items such as a TV are consistent with

the normal activities of living, and I'm not satisfied that the Former Tenant was negligent. The patches are not so significant to be inconsistent with normal wear and tear. Additionally, the Former Tenant patched the holes, and the videos show fairly flat surfaces. I agree with the Former Tenant that the walls could have been painted over rather than spending nearly \$4,000.00 on the drywall (DOC-7174732, page 9). I therefore also do not find the Landlord's requested costs to be reasonable.

Broken Handrail

27. I accept the Former Tenant's testimony that the handrail was not broken but rather that they removed it while moving and that all the Landlord had to do was screw it back in. The handrail was therefore not damaged. The Landlord also did not provide an invoice that clearly identifies the cost for the broken handrail. The Landlord therefore did not prove the reasonable costs of repair.

Hanging Wires

28. The Landlord provided a video of what they submit shows a hanging wire (DOC-3513263). After watching the video numerous times, I do not see what the Landlord is referring to. It is not clear even if there were hanging wires what caused the damage and whether it was the result of the Former Tenant's negligent or wilful actions. The Former Tenant testified that he knows nothing about hanging wires. I'm not satisfied that the Landlord led sufficient evidence to prove this claim.

Junk Removal

29. The Landlord seeks costs for junk removal. The Landlord claimed that these costs are for damage. I am not satisfied that removing items from the rental unit establishes that the Former Tenant damaged the rental unit and as such this claim is dismissed.

Window Cranks

30. The Landlord submits that the Tenant broke the window cranks. However, the Landlord has no evidence of how the cranks actually broke. I accept the Former Tenant's testimony that the cranks broke right away, just popped off, and that it was related to a building defect not something the Former Tenant did wilfully or negligently.

Front Door

31. The Landlord provided a video that shows a large gash on the front door of the rental unit (DOC-3513191). The Former Tenant testified that he knows nothing about the door. I find that the damage was caused negligently by the Former Tenant. The damage is significant, normal use of a door would not result in a large gash, and the damage is not consistent with wear and tear. I also accept the Landlord's testimony that the house was brand new when rented to the Former Tenant.

32. The Landlord did not produce an estimate for the cost to straighten the door. However, I accept his testimony that he asked the drywall contractors and that they told him it would cost \$200.00. Based on my experience at the Board I find those costs to be reasonable.

Additional claims

33. The Landlord's application did not provide an entirely clear itemized list of the damages, many of the invoices are not itemized, the Landlord led evidence of damage to garage walls but then submitted that they were not seeking costs for it, the Landlord's evidence book includes damages not discussed at the hearing. If any of the claims the Landlord intended to raise have not been addressed by this order its because the Landlord did not make sufficiently clear what they were seeking, what the damage was, how it was caused, or what the reasonable costs were to fix it.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,565.12, which represents rent owing up to May 24, 2024, reasonable costs the Landlord incurred as a result of the damage, and the cost of filing the application.
2. If the Former Tenant does not pay the Landlord the full amount owing on or before February 27, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026

Date Issued

Amanda Kovats

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:

Rent and Compensation Owing To May 24, 2024	\$2,367.12.
Damage Costs	\$3,012.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,565.12