



**Order under Section 87 / 88.2 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-073784-24

**In the matter of:** 20, 3420 SOUTH MILLWAY  
MISSISSAUGA ON L5L3V4

**Between:** Deborah Vasanthi Moorthy Landlord

**And**

Patricia Sideris Former Tenants  
Nemanja Veletic

Deborah Vasanthi Moorthy (the 'Landlord') applied for an order requiring Patricia Sideris and Nemanja Veletic (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owes.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring 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 February 11, 2026.

Only the Landlord and the Landlord's Legal Representative Shalini Puri attended the hearing.

As of 9:33 a.m., the Former Tenants were 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

**Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants must pay the Landlord \$15,944.85 by February 28, 2026.

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 November 10, 2025 by mailing them to the Former Tenants' current residence.
4. The Former Tenants vacated the rental unit on August 30, 2024.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$3,792.50. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$124.68. This amount is calculated as follows:  $\$3,792.50 \times 12$ , divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. However, the Landlord is only claiming arrears of rent for the last month of the tenancy and as such arrears are calculated to August 31, 2024.
12. The rent arrears and daily compensation owing to August 30, 2024 are \$3,792.40.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Landlord testified the Former Tenants were required to pay water utility costs as part of the tenancy agreement. The Landlord submitted a copy of the lease showing the Former Tenants were required to pay for water costs.
16. The Landlord submitted invoices showing an unpaid balance of \$313.68 on the water bill. The Former Tenants have not made any payments toward this amount since the application was filed.
17. Based on the Landlord's uncontested evidence, I am satisfied they have incurred reasonable out of pocket costs in the amount of \$313.68 because the Former Tenants failed to pay the water utility costs they were required to pay. As such, this amount will be ordered.

Compensation for damage

19. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

20. The Landlord's application included claims for the removal of garbage and other items left behind by the Former Tenants when they vacated the unit. These claims do not amount to damage as contemplated by section 89 of the Residential Tenancies Act, 2006 (the Act) and as such they were not considered.
21. The Landlord testified the Former Tenants caused damage to the carpeting in the unit. She submitted photos of the carpet showing areas of significant damage that is beyond normal wear and tear. The photos show holes in the carpet and separation from the baseboards. Portions of the carpet are pulled from its underpadding.
22. The Landlord testified she investigated the cost to repair the carpet but that the cost was the same as it was to replace it. The Landlord submitted an invoice showing she paid \$2,881.50 to replace the carpeting in the unit.
23. Based on the uncontested evidence of the Landlord, I am satisfied she has established the Former Tenants did wilfully or negligently cause damage with respect to the carpet in the unit and incurred reasonable costs of \$2,881.50 to replace the damage. Accordingly, this amount will be granted.
24. The Landlord testified the Former Tenants caused damage to the bedroom door in the unit and submitted a photo of the door that shows the door panelling is dented and broken. This is not damage consistent with normal wear and tear. The Landlord paid \$248.00 to repair the door and submitted proof she incurred this cost. I am satisfied the Landlord has shown it is most likely the Former Tenants wilfully or negligently damage the bedroom door and that the amount claimed to repair the door is reasonable. As such, this claim is granted.
25. The Landlord testified the Former Tenants damaged the walls in the rental unit as well as the baseboards. Her evidence was virtually every wall in the unit was left with holes that had to be repaired and painted. She also testified the baseboards were damaged and submitted photos showing an area where a significant portion of the baseboard is missing and a hole is left behind. The Landlord also submitted photos showing walls of the unit under repair. I am satisfied this damage was wilfully or negligently caused by the Former Tenants. Again, the damage is not consistent with normal wear and tear.
26. The Landlord submitted an invoice showing the costs she incurred to have the walls painted and the baseboards repaired. This amount is \$7,401.50. She also incurred costs of \$1,121.67 for the paint itself and submitted receipts for this amount. Based on the Landlord's uncontested evidence, I am satisfied the Former Tenants did cause this undue damage and that the amount the Landlord is seeking is reasonable and it will be ordered.

#### Rent Deposit

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

#### **It is ordered that:**

1. The Former Tenants shall pay to the Landlord \$3,792.50, which represents rent and compensation owing up to August 31, 2024.

2. The Former Tenants shall also pay to the Landlord \$313.68, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenants shall also pay to the Landlord \$11,652.67, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Former Tenants owes the Landlord is \$15,944.85\*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

**February 17, 2026**  
**Date Issued**

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John Cashmore  
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 August 30, 2024 | \$3,792.50  |
| Utility Costs                                  | \$313.68    |
| Damage Costs                                   | \$11,652.67 |
| Application Filing Fee                         | \$186.00    |
| Total amount owing to the Landlord             | \$15,944.85 |