



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chowdhry v Imazenobe, 2026 ONLTB 13989

Date: 2026-02-17

File Number: LTB-L-078594-25

In the matter of: WHOLE HOUSE, 16 STEWARDSHIP RD
BRAMPTON ON L7A4E8

Between: Raj Kumar Chowdhry Landlords
Mamta Chowdhary

And

Mariam Imazenobe Tenants
Festus Imazenobe

Raj Kumar Chowdhry and Mamta Chowdhary (the 'Landlords') applied for an order to terminate the tenancy and evict Mariam Imazenobe and Festus Imazenobe (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (**L1 application**)

The Landlords applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant and have wilfully or negligently caused damage to the premises. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex, which conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement. (**L2 Application**)

This application was heard by videoconference on January 13, 2026.

The Landlords, the Landlords' representative, Ramadevi Gavisetty, and one of the Tenants, Mariam Imazenobe ('MI'), attended the hearing.

Determinations:

Preliminary Issues

Who are the Tenants?

1. At the outset, MI stated that Festus Imazenobe was not a Tenant because he never signed the tenancy agreement. She produced the signing page of a tenancy agreement which indicates that only MI signed the tenancy agreement on April 9, 2019 [Doc 7098277, page 5]. Festus Imazenobe did not attend the hearing to provide evidence.
2. The Landlords stated that the lease was signed in the afternoon of April 9, 2019. At that time, Festus Imazenobe was unavailable so it was only signed by MI. The Landlords stated that the lease was signed by Festus Imazenobe a few hours later that day. The Landlords produced a copy of the entire lease [Doc 6432125]. Page one of the lease indicates that Festus Imazenobe is a Tenant. Page 8 of the lease confirms that Festus Imazenobe signed the lease on April 9, 2019.
3. At the hearing, I compared the signatures on both versions of the signing page and was satisfied that the signatures on the Tenant's copy of the signing page were identical to the signatures on the Landlords' of the lease, the only exception being the addition of the signature of Festus Imazenobe on the Landlords' lease.
4. Based on the evidence before me, I am satisfied that Festus Imazenobe signed the lease and find that he is a Tenant pursuant to the Act.

Was there a subsequent tenancy agreement?

5. MI stated that she signed another lease with the Landlords which superseded the April 4, 2019 tenancy agreement. The Tenant did not produce a copy of any other tenancy agreement nor did she produce any witnesses to corroborate her testimony that she signed a subsequent tenancy agreement.
6. The Landlords denied that they entered into any other tenancy agreements with MI, stating that there was only one tenancy agreement, being the lease signed on April 9, 2019.
7. Based on the evidence before me, especially in light of the fact that MI had no documentary evidence or witnesses to corroborate her testimony that there was a second lease, I am satisfied that the tenancy agreement dated April 9, 2019 is the current lease.

L2 application is amended

8. The Landlords requested that the application be amended to increase the claim for unpaid utilities from \$820.64 to \$922.60. They also requested that the claim for damages be increased from \$23,622.65 to \$24,999.99 (i.e. \$23,400.00 for contractor, \$1,355.99 for new fridge and \$244.00 for gazebo/exercise bike removal). The Landlords' representative stated that the amended application was served on the Tenant on December 27, 2025 and was subsequently filed with the Board, albeit not as a separated document but as a document in the Landlords' disclosure brief, on December 27, 2025 [Doc 7045535, pages 7 to 14]. MI confirmed that she had received the amended application and was aware of the proposed amendments. As such, I exercised my discretion to grant the Landlords' request to amend the application to increase the amounts claimed for unpaid utilities and damages.

L1 Application

9. At the hearing, the parties requested an order on consent to resolve the L1 application. I was satisfied that the parties voluntarily agreed to the terms and understood the consequences of the joint submission.
10. The parties agreed that the Tenants owed rent arrears up to the date they vacated the unit on November 11, 2024 in the amount of \$2,859.44 (See calculations set out in Schedule 1) and that the Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The parties also agreed that the Landlords collected a rent deposit of \$1,950.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$246.74 is owing to the Tenants for the period from March 1, 2019 to November 11, 2025.

L2 Application

12. As explained below, the Landlords have proven, on a balance of probabilities, some of the claim for compensation in the application. Therefore, the Tenants shall pay to the Landlord \$5,474.98.
13. The Tenants were in possession of the rental unit on the date the application was filed.
14. The Tenants vacated the rental unit on November 11, 2025.
15. On August 17, 2025, the Landlords gave the Tenants an N5 notice of termination, deemed served on August 22, 2025. The notice of termination alleged that the Tenants had caused extensive damage to the unit which would cost the Landlord \$23,622.65 to repair and had not paid water charges for which they were responsible for paying pursuant to the tenancy agreement.

Wilful or Negligent Damage

16. It is undisputed that the Tenants were the first people to live in the rental unit, in that it was brand new.

17. The Landlords stated that when they attended the unit on May 23, 2025 to repair the toilet, they discovered the following damage in the unit:

- Broken closet door
- Drywall damage and missing door frames
- Scratches on the walls and paint
- Stained carpets
- Damage to the fridge (i.e. dents and knife marks)

The Landlords produced photographs taken by them on May 23, 2025 as evidence of the damage [Doc 7045535, pages 23-27]

18. When the Landlords reattended the unit on June 14, 2025 to address a maintenance request regarding the dishwasher, they discovered that some of the kitchen cabinet doors were missing and the cabinets were damaged. The Landlords produced photographs taken by them on June 14, 2025 as evidence of the missing doors and damage to the cabinets [Doc 7045535, pages 28-30].

19. After the Tenants vacated the unit, the Landlords attended at the unit and discovered further damage. They produced the following photographs taken by them on November 12, 2025 [Doc 7045535, pages 87-99] as evidence of that damage:

- Broken window blinds
- Drywall and paint damage to window frames and closet door frames
- Damaged and stained bedroom and hallway carpet
- Holes, dents and scratches in the walls
- Damaged bathroom vanity

20. The Landlords subsequently hired a contractor to repair the damage at a cost to them of \$23,400.00.

21. The Landlords produced photographs of the unit after repairs were completed [Doc 7045535, pages 47-86]. The photographs were taken on December 13, 2025 and confirm that the Landlords replaced the carpet in the unit with laminate flooring. The Landlords confirmed that the new fridge has not yet been purchased and that the old fridge remains in the unit.

22. The Landlords also paid the contractor \$244.00 to remove a gazebo from the backyard as well as an exercise bike.

23. The Tenants' position is that the damage was normal wear and tear since they had lived in the unit for over six and a half years and the Landlord had never repainted the unit during that time. MI said that since the Landlords visited the unit from time to time for maintenance, they would have noticed on those visits if there was any damage. MI said that the fridge was working perfectly fine when the Tenants vacated the unit and that since the washing machine was not new when they moved in, it was possible that the fridge was not new either. She admitted she could not recall if the fridge was new.

24. MI confirmed that she never advised the Landlords that there was any damage in the unit. She said that when the Tenants vacated the unit on November 11, 2025, it was not in the state depicted in the photographs taken by the Landlords on November 12, 2025, suggesting that the Landlords could have caused damage to the unit themselves. She disputed the cost of the repairs, saying the amount was outrageous.

Analysis

25. I am not persuaded by the Tenants' testimony that the damage to the rental unit was normal wear and tear. In my view, the photographs clearly show damage that is beyond normal wear and tear from a family living in a unit for six years, in that:
- bedroom closet doors are hanging off their rails
 - walls around the closet and window frames are reduced to the metal framing
 - there are large gouges and holes in the walls
 - the stainless-steel fridge is systematically notched all along the top edge
 - cabinet doors are missing in the kitchen and kitchen cabinet edging is falling off
 - window blinds have missing slats
 - carpet is not only stained, but gouged in places
 - Bedroom door edging is missing
 - Bathroom vanity edging is missing and doors damaged
26. Furthermore, MI's suggestion that the Landlords may have caused the damage to the unit in the span of twenty-four hours after the Tenants vacated indicates to me that the Tenants acknowledged that there was damage to the unit.
27. Based on the evidence before me, I am satisfied that the Tenants did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, I find that the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
28. I find that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

Compensation for undue damage

29. Schedule A to the Landlords' N5 notice set out a detail explanation of the cost of repairing damage to the unit and provided a quote from RJ Deol Construction confirming the cost of the repairs were \$23,622.95. The Landlords produced an estimate from RJ Deol Construction confirming the cost of the repairs [Doc 7045535, pages 40]. They confirmed that they paid the following amounts to the contractor, which payments total \$23,400:
- December 1, 2025: \$3,000
 - December 1, 2025: \$1,000
 - December 5, 2025: \$9,000
 - December 7, 2024: \$2,400

- December 8, 2025: \$6,000

30. With respect to the fridge, the Landlords stated that they still have to purchase a new fridge which will cost them \$1,355.99. They produced an estimate from Elite Home Store dated December 27, 2025 confirming the cost of the new fridge.
31. The Landlords also paid the contractor \$244.00 to remove a gazebo from the backyard as well as an exercise bike but did not have a receipt because they paid the contractor cash for this service.

Analysis

32. With respect to the cost of removing the backyard gazebo and exercise bike, there is no documentary evidence, such as a receipt, to confirm that the Landlords paid their contractor to remove those items and the Landlords' contractor did not attend the hearing. The Landlords did not produce any photographs of the gazebo or the exercise bike. As such, there is insufficient evidence for me to determine that the Landlords incurred the cost of \$244.00 to remove a gazebo and exercise bike from the rental unit. Therefore, the claim for this amount is denied.
33. With respect to the fridge, there was no explanation provided as to why the Landlords' would have to spend \$1,355.99 for new fridge when the contractor's invoice already included a cost of \$1,295.00 for a new fridge. Therefore, the Landlords' claim for the amount of \$1,355.99 to purchase a new fridge is denied, since that I would essentially be ordering the Tenants to pay that expense twice.
34. With respect to the contractor's invoice, the Landlords did not explain why they paid their contractor \$24,000.00 when his estimate was \$23,622.65. Given that there is no evidence before me as to why the Landlords paid an additional \$377.35 over and above the contractor's invoice, the additional \$377.35 is denied.
35. The contractor's invoice breaks down the charge of \$23,622.65 as follows:

Repairing walls (i.e. mudding) and painting entire house

36. \$7,345 (i.e. \$6,500 plus HST) for "*Painting whole house including mudding as major damages needed to be repaired it also included material for paint*".
37. It can be expected that when Tenants vacate a unit after six and a half years, a landlord would have to touch up walls and repaint the unit. In this case, however, there were significant holes and damage to the drywall, including parts of the walls which were actually worn down to the metal door frames. Although the Landlords did not produce their contractor to testify as to the breakdown of those costs, I find it reasonable that the Tenants pay the Landlord \$2,000.00 for the cost of repairing damage to the walls.

Carpet

38. \$10,170.00 to replace damaged carpet throughout the unit. The Landlords confirmed that they opted to install laminate flooring instead of carpeting. No evidence was provided as to how much the laminate flooring cost compared to the carpet cost estimated by the contractor. Was it less or was it more? The Landlords did not address the issue of betterment, in that they were asking the Tenants to pay for brand new flooring throughout the home when the carpet they were replacing was over six years old. There is no evidence before me as to the life expectancy of the carpet for me to calculate a depreciation of the existing carpet.
39. That being said, the Landlords' photographs show that the carpet was not only heavily stained but was actually damaged in places that (i.e. some of the pile missing). There is no evidence before me, however, that the Landlords attempted to have the carpets professionally cleaned or made enquiries as to whether those sections of the carpet that could not be cleaned or were damaged could be replaced.
40. In the circumstances, I find it reasonable that that the Tenants pay the Landlord \$1,000.00 for the cost of replacing carpeting in the unit with laminate flooring.

Kitchen Island Doors

41. \$768.40 (i.e. \$680.00 plus HST) to repair the kitchen island doors. Given that the Landlords' photographs show one of the doors missing and the cabinet edging hanging off, I find this charge reasonable in the circumstances. The Tenant shall pay the Landlord \$768.40 to repair the kitchen island doors.

Washroom repairs

42. \$1,073.50 (i.e. \$950 plus HST) to complete minor repairs in three washrooms. The Landlords provided photographs of bathroom damage [Doc 7045535, pages 97-99] which evidence damage to one of the bathroom vanities and wall damage, including a large hole in the wall. I find this charge reasonable in the circumstances. The Tenant shall pay the Landlord \$1,073.50 to repair damage in the bathrooms

Stairs

43. \$881.40 (i.e. \$780.00 plus HST) to repair the stairs. However, the Landlords did not provide any evidence regarding damage to the stairs. No photographs of damage to the stairs was provided. Therefore, this charge is denied.

Fridge

44. \$1,463.35 (i.e. \$1,295.00 plus HST) to replace the fridge. The Landlords' photographs of the fridge show some small dents in the doors and notch marks along the top of the freezer door. The Landlords' position is that the fridge was brand new when the tenancy commenced whereas the Tenant suggested that it could have been second-hand, given that the unit contained a second-hand washing machine. The Landlords' did not challenge the Tenant's evidence that there was nothing wrong with the functionality of the fridge. The Landlords'

offered no explanation as to why a functioning fridge would require replacement other than its aesthetic. Therefore, this charge is denied.

Miscellaneous charges

45. The Landlords' estimate shows a cost of \$621.50 (i.e. \$550.00 plus HST) for miscellaneous charges. Since there is no evidence before me as to what those miscellaneous charges represent, this charge is denied.
46. Therefore, the total amount the Tenant shall pay the Landlord as compensation for undue damage to the unit is \$4,841.90

Unpaid utilities

47. The tenancy agreement [Doc 6432125] confirms that the Tenants were responsible for paying utilities, as well as the hot water tank rental charges.

Hot Water Tank rental

48. The tenancy agreement indicates that the Tenant is responsible for paying hot water tank rental charges. The Landlords' application requests unpaid utility charges for the hot water tank rental in the amount of \$289.52. I am not satisfied that hot water tank rental charges can be claimed as an unpaid utility. Section 2 of the Act defines utilities as heat, electricity and water.
49. Since hot water tank rental charges are not included in the definition of utilities in the Act, the Landlord cannot claim them as an unpaid utility. Therefore, the claim for hot water tank rental fees is denied.

Water

50. With respect to water, the Landlords produced statement from Peel Region dated November 13, 2025 [Doc 7045535, pages 44 to 46] confirming that there were outstanding water charges of \$633.08 for the rental unit. The Landlords' produced a bank details confirming that they paid that amount to Peel Region on December 3, 2025. The Tenant agreed that she was responsible for this amount.
51. Based on the evidence before me, I find that Tenants failed to pay water charges for which they were required to pay under the terms of the tenancy agreement.
52. I am satisfied that the Landlords incurred reasonable out-of-pocket expenses of \$633.08 as a result of the Tenants' failure to pay water costs.

It is ordered that:

L1 application

1. The tenancy between the Landlords and the Tenants is terminated as of November 11, 2025, the date the Tenants moved out of the rental unit.

2. The Tenants shall pay to the Landlords \$848.70. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall pay to the Landlords the amount set out in paragraph 2 in accordance with the following schedule:

On or before February 20, 2026: \$212.17
On or before March 20, 2026: \$212.17
On or before April 20, 2026: \$212.17
On or before May 20, 2026: \$212.19
4. If the Tenants fail to make any one of the payments set out in paragraph 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlords pursuant to paragraph 2 of this order shall become immediately due and owing and the Tenants will start to owe interest. This will be simple interest calculated from the date of the defaulted payment at 4.00% annually on the balance outstanding.

L2 application

5. The Tenants shall pay to the Landlords \$633.08 which represents the reasonable out-of-pocket expenses the Landlords has incurred or will incur as a result of the unpaid utility costs (i.e. water).
6. The Tenants shall pay to the Landlords \$4,841.90 which represents the reasonable costs of repairing undue damage to the unit
7. The total amount the Tenants must pay the Landlords is \$5,474.98.
8. If the Tenants do not pay the Landlords the full amount owing on or before February 28, 2026, the 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

Karen Gonçalves
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,959.44
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,100.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$246.74
Total amount owing to the Landlords	\$848.70