



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: 555706 ONTARIO LIMITED C/O BENTALL PROPERTY SERVICES (ONTARIO) LTD.
v Sadaat, 2026 ONLTB 15656

Date: 2026-02-23

File Number: LTB-L-090242-25

In the matter of: 701, 1540 VICTORIA PARK AVE
Toronto ON M1L4S1

Between: 555706 ONTARIO LIMITED C/O BENTALL PROPERTY SERVICES (ONTARIO) LTD. Landlord

And

Khairulbanat Sadaat Tenants
Fazal Mohammad Khan

555706 ONTARIO LIMITED C/O BENTALL PROPERTY SERVICES (ONTARIO) LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Khairulbanat Sadaat and Fazal Mohammad Khan (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

555706 ONTARIO LIMITED C/O BENTALL PROPERTY SERVICES (ONTARIO) LTD. (the 'Landlord') also applied for an order requiring Khairulbanat Sadaat and Fazal Mohammad Khan (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on February 4, 2026.

The Landlord's Legal Representative, Martin Zarnett, the Landlord's Agent, Jody Baker and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages and termination and as such, the Tenants shall pay to the Landlord \$2,605.33. However, given the remedial intent of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act"), the tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 10, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: "On April 29, 2026, the Tenants' guest or occupant drove a moving truck over the flower garden on the residential complex, where the PVC pipe had been repaired on the same date, damaging the brand new pipe beyond repair, resulting in the pipe having to be replaced." It was noted that the cost to repair the damage to the rental complex was \$2,419.33 and the Landlord was seeking that the Tenants reimburse the Landlord for this expense.

Landlord's Witness, Jody Baker

4. The Landlord's Senior Property Manager, Jody Baker, testified that this building complex included 5 buildings and connected grounds which are managed by the Landlord. She understood that it had been determined that the Tenants' moving truck had caused this damage on April 29, 2025 and she confirmed that no other tenants were moving in on that date.
5. Ms. Baker confirmed that the Landlord had sent a letter to the Tenants requesting payment of the damage amount but that she had not received any payments from the Tenants.
6. Ms. Baker confirmed that the Landlord paid Solujan Lawn Sprinklers the amount of \$2,419.33 to repair the flower bed area on May 7, 2025.

Landlord's Witness, Rachel Wild

7. Rachel Wild, the previous Senior Property Manager testified that she had a discussion with the Tenant regarding the damage on April 30, 2025. She stated that the Tenant confirmed to her that it was his friend driving the Uhaul truck and she stated that the Tenant wanted to provide his own estimate to have the grounds fixed.
8. Ms. Wild further stated that no other people were moving into the residential complex on April 29, 2025 except for the Tenants and their family.
9. Ms. Wild also stated that she spoke with Jason Ray, an employee of Solujan Lawn Sprinklers who informed her that he witnessed the Uhaul truck driving over the garden area.

Landlord's Witness, Jason Ray

10. Jason Ray testified that he is employed by Solujan Lawn Sprinklers which is the company that had just completed the repair of the flower garden area. Mr. Ray stated that he was just checking on the work that he had just completed to fix the flower garden area when he personally saw a Uhaul truck drive over that same flower garden area damaging the brand new pipe and solenoids. He stated that he saw the boom truck drive right over the island which damaged the mainline of the PVC pipe.
11. Mr. Ray took pictures of the damaged area immediately after the Uhaul truck left and noted that he would have to repair the main line of the PVC pipe and other parts and valves. Those pictures were part of the Landlord's Document Brief. Mr. Ray confirmed that he took those pictures on April 29, 2025 immediately after the damage occurred.
12. Mr. Ray provided the two quotations from Solujan Lawn Sprinklers which totalled \$2,419.33 and he confirmed that the flower garden area was repaired in early May of 2025.

Evidence of the Tenant, Fazal Mohammad Khan

13. The Tenant testified that his friend was driving the Uhaul truck for him as he was in his apartment with his family moving his furniture and possessions into the apartment. After being notified of the damage, he asked his friend who was driving the truck, if he had hit anything or if he had driven over anything. The Tenant stated that the driver said nothing happened and he only drove the truck out of the driveway of the residential complex.
14. The Tenant stated that when he was speaking with Ms. Wild, he wanted to be able to get another quote to have his friend fix the garden area. He stated that it was not fair that he was not able to provide another quote which could have been less money.
15. The Tenant stated that he believed other people were moving in that day and he does not believe that the truck that caused the damage was his friend who drove the Uhaul.
16. In cross-examination, the Tenant was asked if he was outside when the damage occurred and he responded that no he was inside with his family. The Tenant was asked if he witnessed the truck going over the garden area and the Tenant responded that he did not witness it.

Evidence of the Tenant's Witness, Bahram Nawabi

17. Mr. Nawabi stated that when he moved the Uhaul out of the parking lot to allow other people to access the area, he did not run over anything or hit anything. He stated that he simply moved the truck and parked it on the road outside of the residential complex.
18. In cross-examination, Mr. Nawabi was asked if he returned the truck to the Uhaul dealer and was any damage done to the truck? Mr. Nawabi answered that he was not the person who rented the Uhaul truck and that he did not return the truck to the Uhaul dealer.

19. Based on the evidence of the property managers and the testimony of Jason Ray who saw the damage occurring first-hand, I am satisfied that the Tenants' Uhaul truck caused the damage to the residential complex.
20. Based on this finding, I encouraged the parties to figure out a payment plan that would work for both parties.
21. The parties agreed that the Tenants would pay \$250.00 per month to the Landlord for a period of 10 months and the Tenants would pay \$105.33 to the Landlord on the 11th month.

Relief from Eviction

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
22. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 - a. The Tenants must pay \$2,605.33 to the Landlord for the damages stemming from the above. This amount includes the \$186.00 fee which the Landlords are entitled to receive. These payments are to be made as follows:
 - b. The Tenants shall pay the Landlords the sum of \$250.00 per month commencing March 15, 2026 and shall continue making that \$250.00 payment to the Landlord for the months of April, May, June, July, August, September, October, November and December of 2026;
 - c. The Tenants shall pay the Landlords the final sum of \$105.33 on January 15, 2027 which will complete the Tenants' payment for the above damages; and
 - d. For clarity purposes, this monthly payment from the Tenants represents payment for the damage claim and this payment should be attributed to the Landlord's successful claim of \$2,605.33.

2. If the Tenants fail to comply with any of the conditions in accordance with paragraph 1, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.

February 23, 2026
Date Issued

Carrie Bertrand
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.