



Order under Section 89 Residential Tenancies Act, 2006

Citation: THISAIRAJAH v MOHAMMADI, 2026 ONLTB 17169

Date: 2026-02-25

File Number: LTB-L-074376-24

In the matter of: 107, 2 GLAMORGAN AVE
SCARBOROUGH ON M1P2M8

Between: ANJELINE THISAIRAJAH Landlord

And

ESMATULLAH MOHAMMADI Former Tenants
MATLAB MOHAMMADI
QURBAN MURAD MOHAMMADI
HEKMATULLAH MOHAMMADI
OMIDULLAH MOHAMMADI

ANJELINE THISAIRAJAH (the 'Landlord') applied for an order requiring ESMATULLAH MOHAMMADI, MATLAB MOHAMMADI, QURBAN MURAD MOHAMMADI, HEKMATULLAH MOHAMMADI and OMIDULLAH MOHAMMADI (the 'Former Tenants') to pay the Landlord 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 December 22, 2025.

The Landlord and the Tenant Esmatullayh Mohammadi attended the hearing.

Determinations:

1. At the outset of the hearing, the Landlord stated that they did not amend the L10 application. There was no proof that the emended application (see DOC-6179720) uploaded in the Portal had been served on the Former Tenants. Therefore, the hearing only considered the original application filed with the Board.
2. At the outset of the hearing, the Landlord confirmed that the unit number should be unit 107 and not unit 1113. The application has been amended to reflect this.

3. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. However after considering the rent deposit held by the Landlord, the Landlord owes a refund to the Former Tenants that they shall be ordered to pay.
4. The Landlord served the necessary documents on the Former Tenants by mail on October 9, 2025, deemed delivery on October 14, 2025.
5. I am satisfied that the Landlord served the Former Tenant 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.
6. The Former Tenants vacated the rental unit on September 1, 2024.
8. The Landlord claimed compensation for the following damages: (See DOC-6179749)
 - a. Rekey mailbox, \$175.00. page 12.
 - b. Rekey locker room, \$125.00 page 9 (only charged \$80.00, and was reimbursed this amount by Police)
 - c. Cleaning \$300.00. page 33.
 - d. Toilet repair, \$320.00. page 13.
 - e. Rekey Front door \$339.00. page 5
 - f. Replace mirror on closet door, \$1,000.00. page 19. (only \$650.00 charged)
 - g. Replace silicone in bathroom, \$250.00. page 19
 - h. Painting, \$2,000.00. page 31. (only \$1,700 charged)
 - i. Junk removal \$891.57. page 2.
 - j. Repair kitchen cabinet hardware \$100.00. page 19.
 - k. Pet control \$565.00, page 4
 - l. Repair balcony screen door \$100.00. page 19.
9. The Landlord testified that the pest control charges come from the Condo Board. They treat the building annually and that the Tenants had refused treatment. However, the receipt is dated September 3, 2024, 2 days after the Former Tenants vacated. Therefore, I do not find this to be a reasonable charge.
10. The Former Tenant testified that they had attended on September 3, 2024, to return the keys and that the Former Tenant refused to accept them. They were expecting to receive the rent deposit returned once they returned the keys. The Landlord did not provide the rent deposit, so they did not return the keys. Therefore, I am satisfied that the Former Tenants must reimburse the Landlord for the rekeying charges in total \$514.00 which does not include amount reimbursed by the police.
11. The Tenant did not disclose to the Landlord their own submissions that they had intended to rely on at this hearing. They had uploaded materials to the Portal. The Former Tenant indicated that they had been instructed by the police or the courts to avoid any direct or indirect communication with the Landlord. Therefore, I did not permit the Former Tenant to admit evidence that had not been disclosed.
12. In my view, cleaning at the end of tenancy is a routine expense that a Landlord should expect to pay. There was no evidence that the unit was left in dirty state such that it was willfully or negligently left dirty. This amount shall not be ordered.

13. In my view, refreshing a unit by repainting is a routine expenditure as part of turnover. There was no evidence of when the unit had been previously painted, and no evidence that the existing paint had been willfully or negligently damaged. This amount shall not be ordered.
14. The Landlord arranged for the Condo Management to clean out the contents of the locker by contracting with Junk removal. I am satisfied that this is a reasonable expense. Therefore, the amount of \$891.57 shall be ordered.
15. The repairs to the toilet appear to be routine maintenance. There was no evidence that the issue was caused by negligent or willful behaviour. This shall not be ordered.
16. The replacement of silicone in the bathroom in my view also appears to be routine maintenance. There was no evidence that the issue was caused by negligent or willful behaviour. This shall not be ordered.
17. The replacement of the closet mirror only cost the Landlord \$650.00. The mirror did have a crack in it. I accept the evidence that the crack was willfully or negligently caused. Therefore, \$650.00 shall be ordered.
18. The damage to the balcony screen door does not appear to have been willfully or negligently caused. The photo shows the screen door off the rails. It does not show any damage. Therefore, this shall not be ordered.
19. The damage to the kitchen cabinet does appear to have been willfully or negligently caused. The door hardware appears to have been torn off or removed. Therefore, \$100.00 shall be ordered.
20. The Landlord did not claim any unpaid rent, and did not make a claim in accordance with section 88(1) of the Act for up to two months rent after the Former Tenants vacated without providing 60 days notice.
12. The Landlord collected a rent deposit of \$2,600.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit in the amount of \$70.88 is applied to the amount the Tenant is required to pay.
13. The Landlord paid an application fee of \$186.00 and is entitled to be reimbursed that fee.

It is ordered that:

1. The total amount the Landlord owes to the Former Tenants is \$329.31*. See Schedule 1 for the calculation of the amount owing.
2. If the Landlord does not pay the Former Tenant the full amount owing on or before March 8, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026

Date Issued

Robert Patchett

Vice Chair, 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:

Damage Costs	\$2,155.57
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit + Interest	- \$2,670.88
Total amount the Landlord is owing to the Former Tenants.	\$329.31