



**Order under Section 94.7 / 94.15
Residential Tenancies Act, 2006**

File Number: LTB-C-017423-25

In the matter of: 46 CASHEL CRT
AURORA ON L4G6R8

Between: Machell's Corners Housing Co-
operative Inc. Co-op

And

Loulai Abdul Razaq Co-op Member

Machell's Corners Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Loulai Abdul Razaq (the 'Co-op Member') because:

The Co-op Member, another occupant of the Co-op Member's unit or someone the Co-op Member permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Co-op also applied for an order requiring the Co-op Member to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

The application first came on for hearing by videoconference on October 15, 2025. The Co-op's Property Manager, N. Mousavi ("NM"), the Co-op's representative, N. Ruby, the Co-op Member and the Co-op Member's representative, N. Ahmed, attended the hearing. S. Navarro ('SN') attended a portion of the hearing as a witness for the Co-op. K. Smith ('KS'), a prospective witness for the Co-op Member, signed into the hearing and was assigned to a breakout room.

The hearing continued by videoconference on November 17, 2025. The Co-op's Property Manager, NM, the Co-op's representative, N. Ruby, the Co-op Member and the Co-op Member's representative, N. Ahmed, attended the hearing. KS again signed into the hearing and was assigned to a breakout room but there was insufficient time during the hearing to hear KS's testimony. The matter was adjourned for continuation on December 18, 2025, a date on which all parties confirmed availability.

The hearing continued to completion by videoconference on December 18, 2025. Only the Co-op's Property Manager, NM, the Co-op's representative, N. Ruby, and the Co-op Member's representative, N. Ahmed, attended the appearance. The Co-op Member's representative indicated that he had had a text exchange with the Co-op Member the prior evening from which he inferred that the Co-op Member planned to appear the following. He had also had a prior conversation with both the Co-op Member and her prospective witness, KS. He indicated that, on the morning of the hearing, around and shortly after the hearing was scheduled to begin, he had attempted unsuccessfully to contact both the Co-op Member and KS by telephone. The hearing proceeded to completion with only the evidence of the Co-op.

It is determined that:

1. The Co-op alleged that the Co-op Member had willfully and/or negligently caused significant damage to her unit. The Co-op initially claimed recovery of \$42,153.22 in repair and replacement costs for the damage plus its application filing fee. During the hearing the Co-op indicated that it would drop the amount of this claim to \$30,000.00, inclusive of the application filing fee, in recognition of the Co-op Member's attempts to address the damage to the unit.
2. The timeline of relevant events, based on uncontroverted evidence of NM and SN, is as follows (the 'Co-op Brief' is located at TOP Doc-6554975:
 - a) The building in which the unit is located was built around 1991;
 - b) The Co-op Member took occupancy of the unit in 2018;
 - c) The Co-op's maintenance contractor, SN, inspected the unit on October 2, 2024 and identified a number of problems in the unit which needed to be addressed (Refer Exhibit 26 at TOP Doc-6584742 being SN's October 2, 2024 inspection report (the 'SN Oct 2024 Inspection'));
 - d) The Co-op requested that the Co-op Member attend a meeting with the Co-op Board on November 22, 2024 to discuss the issues identified in the SN Oct 2024 Inspection. The Co-op Member did not attend (Refer Exhibit 2 at page 11 of the Co-op Brief, being a January 8, 2025 letter referencing the earlier communication);
 - e) On December 2, 2024 the Co-op received an estimate from a contractor to address the problems identified in the unit during the October 2024 inspection (Refer Exhibit 18 at pages 1-6 of the Co-op Brief, the "Dec 2024 Estimate')). This estimate was obtained from an outside company on the

instructions of the Co-op Board following the above-referenced November 22, 2024 Co-op Board meeting;

- f) On December 11, 2024 the Co-op received a Property Standards Order from the Town of Aurora, identifying water damage from the upper bathroom of the Co-op Member's unit and ordering that specified actions be taken by the Co-op by January 31, 2025 to address the damage and to prevent future damage (Refer Exhibit 1 at pages 7 – 10 of the Co-op Brief, the 'PSO'));
 - g) The issues identified in the PSO were addressed by SN, on the instructions of the Co-op, by January 7, 2025. SN invoiced the Co-op \$4,430.00 plus HST for that work and that invoice was paid (Refer Exhibit 3 at pages 12-13 of the Co-op Brief);
 - h) On January 8, 2025 the Co-op wrote to the Co-op Member with reference to the October 2, 2024 inspection and her failure to attend the November 22, 2024 Co-op Board meeting. The Co-op requested that she attend a future meeting (date not provided) to discuss the Dec 2024 Estimate for damage repair (Refer Exhibit 2 at page 11 of the Co-op Brief). That letter did not mention the PSO, though the Co-op Member would have been aware of SN's work to address that order as she had cooperated with his access to complete the work; and
 - i) The Co-op served the N5C notice of termination on which this application is based on January 29, 2025. The Co-op claimed \$42,153.22 for damage to the unit based on the Dec 2024 Estimate. That amount was not paid and the Co-op filed the subject application on February 28, 2025.
3. The repair costs claimed by the Co-op were, except as otherwise indicated, are set out in the Dec 2024 Estimate' (Refer Exhibit 18 at pages 2 – 7 of the Co-op Brief). The items claimed pertain to problems identified by SN in the SN Oct 2024 Inspection. A summary of the items claimed from the Dec 2024 Estimate follows:
- 1. SN's invoice in the amount of \$4,430.00 replaced Dec 2024 Estimate costs totalling \$6,820.00 for demolition, plumbing and the vanity. These costs pertained to the water damage associated with the upstairs bathroom, referenced in the later-received PSO, and were replaced with the costs set out in SN's invoice;
 - 2. Costs totalling \$7,768.55 for replacement of carpet in the 3 bedrooms, two sets of stairs and a platform in the third floor hallway

were attributable to the removal of carpet by the Co-op Member in those areas;

3. Costs totalling \$12325.00 for painting, drywall and trim costs to repair walls and trim were attributable to holes, stains, painting and significant marking on walls;
 4. Costs totaling \$340.00 for a bedroom door and hardware to the front entrance door, both of which were missing;
 5. Costs totalling \$10,600.00 for miscellaneous and security charges from the contractor; and
 6. As described below in the section on the claim for painting, the Co-op indicated it was willing to discount its claim by 30% in recognition of the Co-op Member's attempts to address some of the damage.
4. Costs of \$750.00 and \$2,800.00 for painting stairs and replacing closet doors did not pertain to any issues identified in the SN Oct 2024 Inspection and I find they were not properly included in the Co-op's claim. The miscellaneous and security charges included a charge for garbage bin which have not been included in my assessment of costs.

Item 1 - Bathroom Repair Work

5. As indicated above, prior to January 7, 2025 the Co-op arranged for the completion of work to address the bathroom-related issues identified in the PSO received on December 11, 2024. The PSO specified the following defects for correction:
 1. Water damage to the main floor ceiling around a support beam, lighting fixtures and the ceiling. The problem was noted to have been caused by water penetration from the upstairs bathroom; and
 2. Repair the gap in the upstairs bathroom between the floor and the bathtub, which was causing water to seep/penetrate through which [sic] is causing water damage to support beam and ceiling to floor below
6. SN, who completed the work related to the bathroom issue on the instructions of the Co-op's Board, testified to the following:
 - a) When he lifted the vinyl flooring in the bathroom he found that the subfloor was rotted from water damage. He attributed the water damage to spillage out of the bathtub and onto the floor of the bathroom. He based this conclusion on the fact that the subfloor was wet and rotted;

- b) The bathtub had to be resealed to prevent water from going inside the bathroom wall. The caulking was worn out and was replaced by SN (Refer Exhibit 8 at page 96 of the Co-op Brief, being a photo of the new caulking). When asked whether, in his view, the caulking problem contributed to the leakage under the floor SN responded 'Of course.'; and
 - c) In addition to the caulking work, SN's work in the bathroom included replacement of the floor, replacement of the sink and vanity, repair to the ceiling and ceiling light fixtures in the living room and replacement of a rusty vent duct from the washroom (Refer Exhibits 7 and 9 to 11 at pages 95 and 97 to 100 in the Co-op Brief, being photos of relevant work).
7. SN was questioned about whether the Co-op Member had previously tendered any work orders to the Co-op with respect to water issues in the bathroom. He testified that the Co-op Member had made maintenance requests in the past about the bathroom but they did not pertain to any water-related issue.
8. Neither of the Co-op's witnesses, being SN and the Co-op's Property Manager NM, knew what had triggered the PSO. Neither was aware of the Co-op having made any request for inspection. In closing submissions the Co-op Member's representative indicated that the Co-op Member had requested the inspection. While there is no direct evidence on the point, it is reasonable to assume, in the absence of any other explanation, that this was the case.
9. I find that the evidence points to gaps in caulking in the bathtub and between the bathtub and the floor as key contributors to the water damage under the vinyl flooring in the bathroom and, so, to the water damage in the ceiling of the living room below. The PSO's sole reference to a water damage source is a reference to the lack of water protection to the floor.
10. I find that the Co-op has not established that the bathroom-related damage was attributable to willful damage or negligence on the part of the Co-op Member. On the contrary it is more likely than not that the Co-op Member initiated the investigation that led to the PSO and the timely bathroom-related repairs.
11. The Co-op's claim for \$4,430 for the bathroom-related work charged in SN's invoice is denied.

Item 2 – Carpet Replacement

12. The Co-op's Property Manager NM and SN testified to the following with respect to the flooring

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- a) New carpet was installed in the unit at the time the Co-op Member took occupancy, in 2018;
- b) In 2021 the Co-op discovered that the Co-op Member had removed the carpet in the unit;
- c) The Co-op replaced the carpet in 2021, after some discussion with the Co-op Member, at the Co-op's expense. No details of that discussion were provided in testimony;
- d) The Co-op discovered, from SN's October 2024 Inspection, that all the carpet had, again, been removed. The subfloors in the bedrooms, on the stairs and in the upper hallway were all exposed and had been painted black (Refer Exhibits 12 to 13 and 16 at pages 103-105 and 106 of the Co-op Brief, being photos of the various floors);
- e) It was the Co-op's policy that all stairs and bedroom floors be carpeted for noise control. Some units have been equipped with vinyl in these areas on the basis of medical notes;
- f) The Co-op considered the exposed subfloor to constitute a safety hazard as it contained exposed nails, though no direct evidence was presented of such nails; and
- g) The Dec 2024 Estimate quoted \$7,768.55 for the supply, delivery and installation of vinyl flooring to cover 1083 square feet. NM testified that this quote in fact referred to the supply and installation of carpeting over that area. The 1083 square feet referred to all three of the bedrooms, which together comprised roughly 900 square feet, plus the area for the stairs and an area in the upper hallway.

13. I find that the Co-op Member's second removal of carpeting, following discussion with the Co-op and the Co-op's no-cost re-installation of carpet in 2021, constituted wilful damage to the unit. I find that the Co-op is entitled to recover \$7,768.55, being the full estimated cost of replacement.

Item 3 – Painting, Drywall and Trim

14. SN and/or NM confirmed, in their testimony, the following observations set out in the SN Oct 2024 Inspection pertaining to walls and trim in various rooms (Refer Exhibit 26 at TOP Doc-6584742):
- a) The stairway between the ground and main floors had a large hole in the wall;
 - b) Walls in the entry and hallway had stains and drawings;
 - c) Walls in the living room were full of stains and drawings;
 - d) Walls in the master bedroom had holes and there were stains and drawings over the walls. A rock-climbing wall had been installed on one of the walls of this room;
 - e) The walls of the second and third bedrooms were reported in the SN 2024 inspection as 'ok';
 - f) NM attributed the damage noted in the SN 2024 Inspection to wilful or negligent damage on the part of the Co-op Member, as the damage could not be attributed to normal wear and tear; and
 - g) NM initially testified that the \$6215.00 estimate for painting covered all the wall repairs. She later amended that testimony to include, for this work, costs for drywall in the amount of \$2,310.00 for drywall repair and \$3800.00 for trim, for a total of \$12,325.00.
15. I find, on the basis of the uncontroverted evidence of SN and NM, that the wall damage described in the SN Oct 2024 Inspection was attributable to negligent or wilful damage caused by the Co-op Member.
16. The cross references between the wall and trim-related damage noted in the SN Oct 2024 Inspection and the costs in the Dec 2024 Estimate were vague. Based on the testimony of NM, the painting estimate pertained to the full unit, whereas the SN Oct 2024 estimate made no reference to a need to paint either of the two non-master bedrooms or the kitchen. Further, it was unclear whether the drywall repair costs included estimates for work already completed by SN in the living room further to the bathroom-related water damage. I find that the full estimate amount of \$12,325.00 should be discounted by 20% to allow for costs not

established as attributable to wrong-doing on the part of the Co-op Member, bringing the recovery amount for the Co-op for these items to \$9,860.00.

17. Subsequent to the LTB's issuance of the Notice of Hearing for the first appearance on this application, the Co-op Member made efforts to address the damage to the walls. She applied to the Co-op, and received in May 2025, 5 gallons of paint for application in the unit. NM testified that when she performed a unit inspection in June 2025, the painting had partially been completed. Unfortunately, the work had not been done to proper standard as paint was evident on the floors and ceilings.

18. The Co-op Member's efforts have not gone un-noticed, however. The Co-op indicated, during the hearing of this application, that the Co-op was willing to drop the amount claimed from \$42,153.22 plus the \$186.00 application filing fee to \$30,000.00, including the application filing fee. This drop reflected a roughly 30% reduction in the Co-op's claim.

Item 4 – Door and Door Hardware

19. The \$340.00 claimed for doors pertained to missing hardware on the front door, for which \$70.00 is claimed, and a missing bedroom door, for which \$270.00 is claimed. SN and NM testified to the missing items and I find the estimates for replacement to be reasonable.

20. I find the Co-op is entitled to recovery of the \$340.00 claimed for this item.

Item 5 – Miscellaneous and Security Charges

21. The Dec 2024 Estimate included charges totalling \$10,600 for labour, supervision and miscellaneous small items, not including a charge for garbage bins. That charge amounted to 34% of the other costs set out in the estimate.

22. I have found that the Co-op is entitled to recover of \$17,968.55 for items 2 through 4 above. Applying 34% to that amount yields a Miscellaneous and Security Charge allocation of \$6,109.30.

Item 6 – the Co-op’s Agreed Discount to the Co-op

23. The recovery awarded for items 2 to 5 above totals \$24,077.85 plus the \$186.00 application filing fee, for a total of \$24,263.85.
24. As I indicated during the hearing, the 30% discount offered by the Co-op is to be applied to the that amount. With the application of that discount, the Co-op shall be awarded \$16,984.70 inclusive of the Co-op’s application filing fee.

Section 94.12 Considerations

25. The Co-op Member’s representative submitted that the Co-op’s application was brought in retaliation to the Co-op Member having sought the PSO. The issuance of the N5 Notice of Termination, and subsequent application, closely followed the Co-op’s receipt of the PSO on December 11, 2025. The Co-op Member’s representative submitted that, further to subsection 94.12(3), I must dismiss the application on the basis that it was brought because the Co-op Member had attempted to secure or enforce her legal rights.
26. The N5 Notice admittedly followed closely after the Co-op’s receipt of the PSO but it also followed closely after the Co-op’s receipt of the Dec 2024 Estimate – itself a result of the Co-op Board’s deliberations following receipt of the SN Oct 2024 Inspection. That estimate was received 9 days prior to the Co-op’s receipt of the PSO and the substance of the application directly reflected the amount set out in that estimate. Further, the Co-op responded promptly to the PSO requirements and sought no additional amounts for that compliance over and above the amounts claimed from the Dec 2024 Estimate.
27. I find that the Co-op Member has failed to establish that the Co-op’s application was brought in retaliation to the PSO.
28. The Co-op sought termination of the Co-op Member’s occupancy rights. In support of this request the Co-op referred to events occurring subsequent to the filing of the Co-op’s application which the Co-op characterized as indicative of an ongoing pattern of damage by the Co-op Member. For example:
- a) NM testified that the Co-op responded to a call from the Co-op Member about a broken window in May 2025. The window repair people said that a safety pin had broken so tht the window did not hold and fell. They attributed the break to impact from inside the unit, which the Co-op attributed to impact from one of the occupants in the unit (Refer Exhibit 22 at pages 110-111 of the Co-op Brief);
 - b) The Co-op’s efforts to effect duct cleaning in May 2025 were thwarted by the Co-op Member. When the workers first

arrived at the Co-op Member's unit further to the Co-op's notice, the Co-op Member requested that they come back to her unit after completion of the other units. When the workers returned at around 3:00 pm the Co-op Member was not in her unit (refer Exhibit 23 at page 108 of the Co-op Brief). NM testified that preventative maintenance to the Co-op Member's unit has been problematic; and

- c) An inspection conducted in June 2025 (Refer Exhibit 25 at TOP Doc-6568511, being a report of that inspection) revealed such problems as the paint mis-applied by the Co-op Member following the Co-op's supply of paint in May, chips to kitchen items which had been replaced in 2023 and damage to the new medicine cabinet and toilet which had been installed by SN in December 2024 further to the PSO.

- 29. It was undisputed that the Co-op Member has two small children and a pet, that she has lived at the Co-op for 6 years and that she is a single mother with limited income.
- 30. No information was available in the hearing as to the Co-op Member's ability to pay the amount awarded over time.
- 31. That said, there was no evidence that the nature of the damage to the unit posed a serious safety risk or risk of harm to either the Co-op Member or the Co-op in the short term. I find that it would not be unduly prejudicial to the Co-op to allow the Co-op Member the opportunity to salvage her occupancy rights through payment of the discounted amount awarded in this order to the Co-op.
- 32. I find that the Co-op Member should be given to the end of April 2026 to repay the amount awarded, failing which the Co-op may apply to the LTB without notice to the Co-op Member for termination of the Co-op Member's occupancy rights.
- 33. I have considered all of the disclosed circumstances in accordance with subsection 94.12(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 set out in this order pursuant to subsection 94.12(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Co-op Member shall pay the Co-op \$16,984.70, inclusive of the Co-op's application filing fee, on or before April 30, 2026. This amount represents recovery of the Co-op's estimated costs to repair damage for carpet removal, repair damage to walls and trim and to replace a door and door hardware.
2. If the Co-op Member does not pay the Co-op the full amount owing on or before April 30, 2026 the Co-op Member will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
3. The Co-Op Member's occupancy continues if the Co-op Member pays the Co-op the full amount owing in this order on or before April 30, 2026.
4. If the Co-op Member fails to comply with the condition set out in paragraph 3 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of the breach. This application is made to the LTB without notice to the Co-op Member.

March 3, 2026

Date Issued

Lynn Mitchell

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.