



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-065146-25

In the matter of: 2316, 370 DIXON RD
ETOBICOKE ON M9R1T2

Between: Violeta Anastasiou Landlord

And

Abdisalan Mohamud Farah Tenant

Violeta Anastasiou (the 'Landlord') applied for an order to terminate the tenancy and evict Abdisalan Mohamud Farah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (the 'L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises (the 'L2 Application').

The Landlord also applied for an order requiring the Tenant 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 Landlord alleges that the damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex (the 'Section 89 Claim').

This application was heard by videoconference on January 8, 2026.

Only the Landlord and the Landlord's legal representative Rej Haxhillari attended the hearing.

As of 9:45 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 1, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,000.00. It was due on the day day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 1, 2025 are \$12,065.75.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

The L2 Application - Damage Claim Under Section 89

9. The part of the L2 Application pertaining to termination of the tenancy is moot as the Tenant has already vacated the rental unit, as discussed above. As such, the only aspect of the L2 Application that must be adjudicated is the Section 89 Claim. For the following reasons, the Section 89 Claim is dismissed.
10. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
11. In her application, the Landlord alleges that the Tenant wilfully or negligently damaged the rental unit by damaging the area surrounding the tub. The only evidence submitted in support of this claim is an affidavit that the Landlord made and was commissioned remotely and translated to English from Greek by her legal representative.
12. While the affidavit speaks to the nature of damage discovered in the rental unit and the costs incurred in repairing it, it contains no information about the cause of the damage or the actions of the Tenant that caused the damage. Rather, it contains general conclusions (i.e. "the totality of evidence and surrounding circumstances lead me to believe the damage was caused wilfully or negligently.") without a factual basis to support those conclusions. It also contains no information about the state of the rental unit before the Tenant took possession of the rental unit.
13. The Landlord did not testify at the hearing.
14. It is the Landlord's obligation to prove claims under section 89 on a balance of probabilities. The Landlord has not done so in this case. The Landlord did not lead sufficient evidence to establish that the Tenant wilfully or negligently damaged the rental unit. While I am satisfied that there was damage in the unit, the cause of this damage has not been proven on a balance of probabilities.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 1, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$12,251.75. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.
4. The L2 Application – including the Section 89 Claim – is dismissed.

March 4, 2026
Date Issued

Jeremy Henderson
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 Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$12,065.75
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,251.75