



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-066481-24

In the matter of: 1015 LEBANON DR
INNISFIL ON L9S2B7

Between: Mojgan Seiraffi Landlord

And

Walter Mosychuk Tenant
Rebecca Mosychuk

Mojgan Seiraffi (the 'Landlord') applied for an order to terminate the tenancy and evict Walter Mosychuk and Rebecca Mosychuk (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 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 Landlord also claimed charges related to NSF cheques.

Mojgan Seiraffi (the 'Landlord') also applied for an order requiring Walter Mosychuk and Rebecca Mosychuk (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Mojgan Seiraffi (the 'Landlord') also applied for an order requiring Walter Mosychuk and Rebecca Mosychuk (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 damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 12, 2026.

The Landlord and both Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for compensation in the application.
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 December 4, 2024.
4. The rental unit is a three-bedroom single family house with a garage and access to the backyard.
5. The Landlord's application claims the following:
 - \$140.00 NSF fees for a cheques tendered by the Tenant deemed insufficient funds;
 - \$2,393.31 for unpaid utilities the Tenant was obligated to pay in accordance with the tenancy agreement; and
 - \$25,000.00 for damage caused to the rental unit driveway, bathroom and HVAC system.
6. The Tenant does not dispute the Landlord's claim for NSF cheque fees and the unpaid utilities claimed in the Landlord's application.
7. With the totality of the evidence and submissions before me and given the Tenant is not in dispute the Landlord's request for the NSF fees and the unpaid utilities is granted.
8. The Landlord requested to withdraw the allegation the Tenant cause undue damage to the HVAC.
9. The Tenant did not dispute the Landlord's request.
10. With the totality of the uncontested evidence and submissions before me the Landlord's claim for damage to the HVAC is dismissed as withdrawn.

Landlord's claim for damage

11. The position of the Landlord is the Tenant has willfully or negligently caused undue damage to the rental unit because they were using the rental unit driveway to perform repairs on marine engines, the result of which caused damage to the driveway from oil and other liquid stains.
12. The Landlord also claims the Tenant cause undue damage to the rental unit bathroom tiles causing a leak and damage to the bathroom shower.
13. The Landlord submitted evidence consisting of photographs and quotes to repair the damage.

14. The Landlord is seeking \$25,000.00 for reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.
15. The Tenant, Walter Mosychuk (WM) does not deny that there is some staining of the driveway, and his position is the stain is from his own truck, and this is normal wear and tear.
16. WM also submits the stain is in a small, localized area on the driveway where he parked his truck, and the Landlord could have put an absorbent material down to address the stains.
17. WM also stated the Landlord relies on one single evidence photo that shows a small portion of the driveway and does not show the entire driveway that is stain free because the Landlord is attempting to have an entire new driveway installed at the Tenant's expense.

The Act and Analysis

18. Section 89 of the Act states:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

19. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

Driveway

20. I am not persuaded by the Landlord's evidence the Tenant has caused undue damage to the rental unit driveway such that the entire driveway needed to be replaced based on the single photo the Landlord submitted as evidence.

21. The Landlord led with insufficient evidence as to whether she attempted to repair the driveway portion she claimed for damage before having it replaced and in my view the Landlord has not met her obligation under section 16 of the Act.
22. Therefore, the Landlord's claim for damage to the driveway is dismissed.
23. In the alternative, I am not satisfied the Landlord has proved compensation for her reasonable out-of-pocket costs.
24. Even if I accept the Landlord required to replace the entire driveway the Landlord stated that opted to use a company that was more expensive than other options and provided insufficient reasons as to why.
25. The Landlord testified that she obtained the name of a company from a neighbour, called STRONGOTT INC, a company out of Toronto, to perform the repairs to the driveway.
26. The Landlord stated she called other companies that were less expensive, however the Landlord stated this was the "best" company and wanted to use them.
27. The company's quote includes work for repairs that the Landlord has not identified as a result of damage by the Tenant. The quote indicates: "Driveway Repairs: Fixing cracks, potholes, and leveling the surface for durability and safety."
28. The company quote also indicates 20 hours of labour at \$75.00 per hour. When I questioned the Landlord as to why so many hours were required for the repairs the Landlord stated the company was billing the Landlord for travel time from Toronto to Innisfil because they were not local.
29. In my view the Landlord has failed to meet her obligation under section 16 of the Act with respect to acquiring a company to perform the repairs given she had less expensive options that perhaps were closer in proximity.
30. In my view the Landlord claim for reasonable out-of-pocket expenses are more than the cost to repair or replace and it appears the Landlord's claim is an attempt for an unjust enrichment for upgrades to the driveway.
31. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations for undue damage to the rental unit driveway.
32. Therefore, this portion of the Landlord's claim is dismissed.

Bathroom tiles

33. The position of the Landlord is the Tenant damaged the bathroom shower stall tiles and did not inform the Landlord, causing water damage to the bathroom floor.
34. The Tenants position is the tiles were damaged when they moved in and made the Landlord aware of the issue immediately.

35. The Tenant Rebecca Mosychuk (RM) stated that she sent the Landlord a message through Whatsapp on May 28, 2022 to inform the Landlord of the issue.
36. The Landlord sent her repair person, Amir, in to assess the issue.
37. The Tenant submitted a video taken by Amir late May 2022 after RM made the Landlord aware of the issue.
38. The video shows Amir picking up loose tiles from the shower stall floor around the drain. The grout is cracked and it appears there is some caulking that has come loose.
39. RM stated she called the Landlord six or seven times between May 2022 and July 2024 to remind the Landlord about the tiles however the Landlord took no action until July 2024 when the Landlord addressed the issue.
40. I do not find the Landlord has proved the allegation the Tenant damaged the bathroom tiles.
41. I prefer the evidence of the Tenant and RM's testimony is consistent with the handyman Amir's video submitted into evidence that the Landlord was aware of the issue and did not take steps to repair the tiles.
42. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations the Tenant caused undue damage to the bathroom tiles.
43. Therefore, this portion of the Landlord's claim is dismissed.
44. The Landlord is entitled to \$140.00 to reimburse the Landlord for administration charges for bank fees the Landlord incurred as a result of cheques given by or on behalf of the Tenant which were returned NSF.
45. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement and therefore the Tenant owes the Landlord \$2,393.31.
46. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
47. There is no last month's rent deposit.
48. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 4, 2024.
2. The Tenant shall pay to the Landlord \$140.00, for bank charges and related administration charge for cheques given by or on behalf of the Tenant which were returned NSF.

3. The Tenant shall pay to the Landlord \$2,393.31, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$2,719.31.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.