



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

File Number: LTB-L-083125-25

In the matter of: 19 KING ST W
CALEDON ON L7E 1C7

Between: Syed Sheherzad Murtaza Landlord

and

Gregory David Raso Tenant

Syed Sheherzad Murtaza (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory David Raso (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application).
- 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 (L2 Application).

The Landlord also applied for an order requiring 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.

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 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 7, 2026.

The Landlord and his representative, Yunqiao Zhang, and the Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: $\$2,700.00 \times 12$, divided by 365 days.
5. It is not in dispute that the Tenant has not made any payments since the application was filed. The rent arrears owing to January 31, 2026 are \$18,000.00. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. Interest on the rent deposit, in the amount of \$57.48 is owing to the Tenant for the period from January 3, 2025 to January 7, 2026.

L2 Application- Wilful or Negligent Damage

7. The Landlord's representative requested to withdraw the Landlord's claim for 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. The Tenant did not object and I consented to the Landlord's request.
8. As explained below, the Landlord has not proven on a balance of probabilities that the Tenant wilfully or negligently caused undue damage to the premises. Therefore, the L2 application is dismissed.
9. On September 16, 2025, the Landlord served the Tenant an N5 notice with a termination date of October 7, 2025. The notice alleges that the Tenant or someone visiting or living with the Tenant has wilfully or negligently damaged the rental unit or residential complex. The notice provides the Tenant with a 7 day remedy period to repair the damage or pay \$28,000.00, which is how much the Landlord estimated the cost to replace the damage property if it is not reasonable to repair it.

i. Washroom renovations

10. The Landlord testified that on September 14 2025, he inspected the unit with a contractor and observed that drywall had been moved, vinyl tiles had been installed, and the shower unit had been changed. The Landlord referred to a photograph of the bathroom, he testified that the photograph was taken approximately November or December 2024 by his realtor before the Tenant moved into the unit.
11. The photograph does not show the full washroom, including the floor. Further, there were inconsistencies in the Landlord's evidence regarding the condition of the washroom before the tenancy. Although the Landlord testified that the before photographs were taken in November or December 2024, a screenshot in his own evidence reflects a date of September 28, 2023 of the same photo.
12. The Tenant testified that there were maintenance issues in the washroom. He indicated that although he did not obtain the Landlord's written consent, he had several discussions with the Landlord prior to making any alterations. It is the Tenant's position that the Landlord knew about the renovations or alterations he was undertaking.
13. During cross examination, the Landlord testified that he first became aware of the Tenant's washroom renovations in February 2025, when the Tenant informed him by text message. At that time, the Landlord did not inspect the unit and took no steps to stop the work. He stated that he did not want to "cause problems" because the rent was being paid by the Tenant.
14. Based on the evidence before me, the Tenant completed renovations to the washroom, including moving drywall, installing vinyl tiles, and replacing the shower unit. However, the Landlord did not establish that the current condition of the washroom is worse than it was at the commencement of the tenancy. The evidence before me is that the washroom remains functional following the renovations. In addition, the Landlord testified that he became aware of the renovations in February 2025 and took no steps to stop the work before serving the N5 notice several months later.
15. While a Tenant should always obtain the Landlord's permission before undertaking significant repairs or upgrades, the fact that the Landlord was aware for a number of months that this work was ongoing but made no attempt to object suggests that there was implied consent for the work.
16. Based on the evidence before me, I am not satisfied that the Landlord has established that the renovations constituted willful or negligent undue damage within the meaning of section 62(1) of the act. The evidence does not clearly establish the original condition of the washroom at the commencement of the tenancy nor does it establish that the changes resulted in damage.

ii. Plumbing moved from basement to upstairs

17. The Landlord alleged that plumbing was moved without permits.
18. The Tenant denied moving the plumbing and testified that this was the state of the property when he moved in.

19. I find that there is insufficient evidence to establish that the Tenant relocated the plumbing or that any such relocation caused damage to the property. There was no expert evidence to establish whether plumbing had in fact been relocated by the Tenant nor was there evidence establishing that any such relocation caused damage.
20. Photographs, without reliable evidence of the prior state of the property, are of limited assistance. I am not satisfied that the Landlord has proven that the Tenant willfully or negligently caused damage in connection to the plumbing.

iii. Drilled holes into foundation wall

21. The Landlord alleged that the Tenant drilled holes into foundation walls to install his cameras. He referred to photographs taken on September 14, 2025.
22. The Tenant testified that he did not drill holes into the foundation wall and that they were already present when he moved into the property. The Landlord stated that he did not have evidence establishing that the drilled holes were not pre-existing.
23. In the absence of evidence establishing the prior condition of the foundation wall, I find that the Landlord has not proven that the Tenant caused this damage, this portion of the claim is dismissed.
24. During the hearing, the Landlord alleged that the living room was converted into a laundry room and that the Tenant tampered with electrical wires in the rental property. These allegations are not referenced in the N5 notice or the application. Therefore, I have not considered them.

Compensation for damages

25. As set out above, the Landlord has not established that the Tenant or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. Therefore, the Landlord's claim for compensation under s. 89 of the Act to repair the damage is also denied.
26. In addition, I am not satisfied with the Landlord's evidence submitted to support the claim for compensation in the amount of \$28,000.00. The Landlord relies on a quotation from contractor Tiszta Construction dated September 14, 2025 for \$31,357.50 inclusive of HST. The quotation is vague and does not clearly itemize how the total was calculated.
27. I was also referred to the contractor's handwritten notes drafted September 14, 2025. The notes are unclear and some items are illegible. Further, the contractor did not attend at the hearing to testify and the Landlord acknowledged during the hearing that certain questions about the scope of the work and pricing would need to be directed to the contractor.
28. The Tenant testified that the quotation includes tax but does not reference an HST number which raises doubt as to whether the business is operating or registered.
29. Based on the evidence before me, I find that the Landlord has not proven reasonable costs that the Landlord has incurred or will incur as a result of the damage.

Relief from eviction

30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. I find that a short postponement is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.
31. In this case, the parties were unsuccessful in resolving the issue of rent arrears through a payment plan. The Landlord's representative sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
32. The Tenant does not contest the outstanding arrears. He states that he has been in an accident which is the reason for the arrears. During the hearing the Tenant testified regarding his income and expenses. The evidence establishes that the Tenant is unable to afford the current rent, and the arrears have accumulated to \$18,000.00. The Tenant has not made any payments since the application was filed. I find that the tenancy is not viable.
33. The Landlord's representative also requested an expedited sheriff enforcement. This request is denied as I do not find that this is an urgent matter.

It is ordered that:

1. The Landlord's L2 application is dismissed.

L1 Application

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - \$23,586.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,349.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

7. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting January 8, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

March 6, 2026
Date Issued

Adeela Alvez
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$23,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,586.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$15,921.39
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$57.48
Total amount owing to the Landlord	\$13,349.91
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	