



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-011790-24

In the matter of: 305, 320 RICHMOND ST E
TORONTO ON M5A1P9

Between: Yves Le Goff Landlords
Donna Le Goff

And

Mohammad Moghadam Former Tenants
Farzaneh Mahdisoltani

Yves Le Goff and Donna Le Goff (the 'Landlords') applied for an order requiring Mohammad Moghadam and Farzaneh Mahdisoltani (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Yves Le Goff and Donna Le Goff (the 'Landlords') applied for an order requiring Mohammad Moghadam and Farzaneh Mahdisoltani (the 'Former Tenant') to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on February 25, 2026.

Only the Landlords and their representative, Naseer Ahmed attended the hearing.

As of 9:30 a.m., the Former Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlords and the LTB. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

Service of Notice of Hearing and Application

1. This application had previously been adjourned on January 22, 2026, for the purpose of allowing the Landlords to serve their application and the Notice of Hearing on the Former Tenants.

2. The original Notice of Hearing for this application was served on the Tenants by email on September 12, 2024, as was permitted by the tenancy agreement. Disclosure was served on the Tenants by email dated January 15, 2025, which included videos of damage to the rental unit and other disclosure. This matter came forward for a hearing on January 22, 2026, and was adjourned for the Landlords to serve another Notice of Hearing, together with the Application on the Former Tenants.
3. The Notice of Hearing for this rescheduled hearing was served on the Former Tenants by email on February 12, 2026, by the Board.
4. The Application and new Notice of Hearing was also served on the Former Tenants by courier on February 17, 2026, by the Landlords for the hearing on February 25, 2026. The Landlords indicated that they had to complete a Ministry of Transportation search to obtain the new address for the Former Tenants, and immediately upon receiving the information, they served the L10 and the Notice of Hearing further to the terms set out in the adjournment sheet.
5. I note that the rescheduled date for the hearing was less than 30 days after Application and Notice of Hearing were served. The terms of the adjournment did not specify that the usual 30 days notice had to be provided, and the quick scheduling after the adjournment made that impossible in any event.
6. I am satisfied that the Former Tenants have had sufficient notice of the issues they had to address in the Application based on the fact they have been served other Notices of Hearing by the Board and disclosure by the Landlords as noted above. The Landlords indicated that they had corresponded with the Former Tenants through their email address throughout the term of their tenancy, indicating that any documents provided by email in this proceeding were presumably received. There is no reason to suggest that the Former Tenants have not had notice of these proceedings.

Wilful and Negligent Damages

7. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants are ordered to pay the Landlords the sum of \$22,255,85 as compensation for the repairs and replacement of items they have damaged.
8. The Former Tenants entered into a lease with the Landlords commencing July 1, 2023. They vacated the premises December 1, 2023, after both parties had signed an N11 notice agreeing to the termination of the tenancy. The Landlords are not proceeding with any claim for arrears. This application is about the repairs required, and replacement of property required as a result of the condition in which the Former Tenants left the rental premises.
9. The first-named Landlord, YG, testified that prior to the Former Tenants moving into the premises, pictures were taken by the Landlords' agent on May 24, 2023. These pictures are found at pages 37 to 72 of DOC 4854151 filed in the portal and detail the condition of the rental premises at that time.

10. YG testified that the Landlords' agent conducted a predeparture inspection of the rental premises on November 9, 2023. At that inspection, the Former Tenants allegedly advised the agent that he could not take pictures of the premises. The agent noted that the premises were messy with a lot of things on the floor. The same agent subsequently attended the premises on December 4, 2023, at which time he indicated to YG that the premises were unrecognizable and unrentable due to multiple layers of damage throughout the unit.
11. YG testified that based on the pictures he was provided by the agent and the ongoing discussions he had throughout the months subsequent to the Former Tenants leaving, that extensive damage had been done to the unit by the Former Tenants. The Landlord testified that no one else had access to the unit, so that when his agent attended On December 4, there was no one else who could have perpetrated damage to the unit.
12. YG characterised the overall damage to the rental premises as consisting of: cat litter spread throughout the unit and on the balcony, dents in a the appliances, garbage left on the balcony and on the awning, torn and damaged blinds, holes in the walls, stains in the carpet, missing items (paintings), unknown substances sprayed on screens, and removal of drywall. It appears from YG's testimony that no part of the rental unit was left untouched by damage. Further, the Former Tenants left baggies of raw meat in the ventilation systems, which caused smells which permeated the unit and also a neighbouring unit.
13. YG testified to the following items of specific damage, for which the Landlords are claiming reimbursement. Page references refer to DOC-4859609:
 - (i) Damage to the blinds, (page 74); the cost of replacing the blinds was \$1,276.00, and the receipt is filed in the portal as DOC-2751181. YG testified that new blinds had been put up in 2023, and the picture shows there was an actual tear as well as other damage to the blinds.
 - (ii) Damage to the carpet in the guest bedroom and on the balcony caused by extensive animal excrement, (page 75) requiring it all to be removed. The cost for removal of the carpet was \$800.00, and payment was confirmed by proof of interac transfer.
 - (iii) Damage to the range hood and to the stove, (pages 79 and 83) YG indicated that this appliance was new prior to the Tenants moving in and had to be replaced because it was damaged beyond repair. The cost was \$1,961.61, and the receipt is found at DOC-2751185.
 - (iv) Damage to the walls, by holes, (page 87 and 90). At page 110, a picture from the second bedroom indicated drywall and metal parts had been removed.
 - (v) Screen damage and glue detailed on page 105, which resulted in the screen having to be replaced. The invoice was \$46.35.
 - (vi) Damage to the shower (page 106), which necessitated the replacement of the shower due to the hinge being removed, and the Landlord being unable to purchase a replacement hinge. Damage to the exhaust fan in the bathroom was shown at page 119. The cost for shower repairs was \$440.00, and the invoice is located at DOC-2751207.
 - (vii) At page 134 the picture shows garbage which had been thrown on the awning. This garbage was removed, and the receipt is found in DOC-2751179, in the amount of \$508.50.

- (viii) Damage which required specialized cleaning services to address the cat feces, paint, and highly sticky unknown chemicals, including disposal: the receipt for \$632.80 is located in DOC-2751219.
- (ix) An invoice for \$8,459.16, located at DOC-2751220 details the work completed, including replastering, repainting, removal of raw decaying meat from the ventilation system and behind walls, the reflooring of the guest bedroom, closet and bathroom repairs, and disposal of soiled furniture.
- (x) An invoice in the amount of \$120.00, located at DOC-2751212, details general repairs including adjusting and reinstalling the balcony screen door, removing taping, plugging new appliances into power, reinstalling new fridge door, refastening hinges and other general work required as a result of damages from the Tenants.
- (xi) Damage to the refrigerator, requiring a replacement of the fridge, invoice located at DOC-2751205.

14. Further receipts provided and found in the portal include:

- (i) \$90.40 for disabling the vandalized oven, because it was a fire hazard;
- (ii) \$395.50, paid for the disposal of damaged furniture;
- (iii) \$1,006.65 for repairing the damage to the dishwasher and range hood;
- (iv) \$247.46 for the installation of the dishwasher;
- (v) \$4264.29 for the sofa in the living room which was torn up and soiled by cat urine;
- (vi) \$1340.64 for a missing signed print;
- (vii) \$2590.24 for the replacement of the tv which has been smashed with a blunt object;
- (viii) \$2483.18 for plumber to investigate and repair all drains and clogged toilets;
- (ix) \$270.07 to replace the microwave.

15. YG also referenced damage to the floor on pages 102 to 104, which appear to be deep scratches in the hardwood floor. He indicated these had not been repaired yet due to the cost and his inability to afford it at this time. This expense has not been claimed in this application.

16. The Landlords' testimony regarding the extent of damages to the rental premises was credible, detailed, comprehensive, and supported by the pictures taken of the premises, which provided before and after comparisons. I find that the extent of the damages throughout the unit cannot be considered reasonable wear and tear of the premises. I base this on the fact that the Former Tenants had only been in the property for 5 months, and many of the appliances and other parts of the rental unit were either brand new, or in very good condition, as evidenced by the pictures provided. The extent of the damages throughout the unit appears to be extensive. The damages reflect with wilfulness or negligence by the Former Tenants. For example, damages detailing wilfulness include the leaving of packages of raw meat in the vents, the damages to the appliances and television, and the throwing of garbage onto the awning. Other damages detailed demonstrate at a minimum negligence, for example the dents on the different appliances, and the furnishings of the unit damaged by cat excrement, which necessitated their replacement.

17. The Landlords presented documentation to support the expenses they have incurred in addressing the damages by either repairing them or having to replace items. I accept the Landlord's testimony as detailed and accurate with respect to the work which had to be done. Their claim for the damages, repairs, and replacements is \$22,255.85. I note that the expenses documented are in excess of that amount. I also note they are claiming lost rent, but I am not allowing that.
18. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
19. Based on the Landlords' evidence, I find that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
20. The Landlord incurred reasonable costs of \$22,255.85 to repair the damage and to replace property that was damaged and cannot reasonably be repaired.
21. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$22,255.85, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Former Tenant do not pay the Landlord the full amount owing on or before March 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Stephanie Ball
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.