



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

Citation: HASAN v SHAHRIARE, 2026 ONLTB 11344

Date: 2026-02-03

File Number: LTB-L-083724-25

In the matter of: 195 SERENA WAY
NEPEAN ON K2G4P7

Between: SYED HASAN Landlord

And

ZUM SHAHRIARE Tenants
DR. KANIZ RONAK SULTANA

SYED HASAN (the 'Landlord') applied for an order to terminate the tenancy and evict ZUM SHAHRIARE and DR. KANIZ RONAK SULTANA (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed charges related to NSF cheques.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 26, 2026.

The Landlord and the Tenants attended the hearing. Hasan Hamza and Amin Braik attended the hearing as witnesses for the Landlord.

The Tenants spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted as detailed below.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. At the hearing, the Landlord withdrew his claim for charges related to NSF cheques.

N5 Notice of Termination - Wilful or Negligent Damage

4. On August 27, 2025, the Landlord gave the Tenants an N5 notice of termination, deemed served the same day, with a termination date of September 17, 2025. The notice of termination contains the following allegations:
 - a) January 23, 2025 - Hand-held bidet installed by the Tenants caused a water leak which damaged the main floor ceiling; and
 - b) May 10, 2025 - Extensive damage to walls, kitchen cabinets damaged, main floor ceiling damaged, main entrance latch broken, main entrance glass closet broken.
5. On the N5 notice, the Landlord quantified the damages in the amount of \$25,590.00.
6. The Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination (August 28 – September 3, 2025). Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act').

Landlord's Evidence

7. The Landlord submitted 100+ photographs of the alleged damages into evidence, as well as four (4) quotes from Vanguard Contracting Ottawa outlining the costs of repair. These photographs were taken by the Landlord and produced to the Landlord's witnesses for discussion and confirmation of their accuracy.
8. The Landlord further submitted a copy of the residential lease for the rental unit into evidence, signed by the Tenants on February 12, 2023. This lease contained Additional Terms and Conditions, as follows:
 - a) 7. The Tenant will keep the inside and outside of the rented premises in a reasonably neat and clean condition. This includes regularly cutting the grass, removing the snow, vacuuming the carpets, and cleaning the bathrooms and floors at the Tenants cost and expense.
 - b) 11. The Tenant will be responsible to repair all normal wear and tear of the rented premises.
9. The Landlord's Witness, Amin Braik (AB), testified as follows:
 - a) He is a licensed contractor with 5 years of experience in performing residential renovations and restorations;

- b) He attended the rental unit upon the request of the Landlord in June 2025 and December 2025 to undertake an estimate to repair damages;
- c) In his opinion, the damages to the cabinetry in the kitchen were well beyond what could be expected from normal use and demonstrated a lack of basic care on the part of the Tenants. These damages included broken hinges and hardware, along with crayon wax and deep scratching on the cabinet faces;
- d) There were significant issues with the Tenants' attempts to paint or repaint items in the rental unit, including failures to match colours and sheen, failures to "cut" around edges and to adequately tape or mask non-painted surfaces. Further, the nature of the marks on the walls, from crayon wax and markers, would require additional preparation and materials to ensure that they were fully covered and is well beyond the painting a landlord would do between tenants (i.e. a "skim coat");
- e) The water damage to the ceiling requires that the damaged drywall be removed and replaced, and that the "popcorn" texturing be completely removed, as it is extremely difficult to properly blend in a repair to this type of surface;
- f) The nature of the damage made to wood surfaces (kitchen cupboards, railings, millwork) requires that the wood be sanded and re-stained in order to maintain a consistent colour and finish;
- g) He noticed a deterioration in the condition of the rental unit between his visits in June and December 2025;
- h) Four (4) quotes for the repair of damages were provided in June 2025, as follows:
 - i. Ceiling Repairs - \$5,650.00
 - ii. Handyman Repairs - \$3,390.00
 - iii. Painting - \$11,300.00
 - iv. Kitchen Repair - \$6,780.00
 - v. Total - \$27,120.00
- i) He provided an updated quote, dated December 29, 2025, encompassing all the above-damages plus additional damages identified in December 2025, in the amount of \$35,030.00; and
- j) He estimates that it will take approximately one month to conduct the repairs and that the repairs should be done while the property is vacant (due to dust and fumes from the work).

10. The Landlord's Witness, Hasan Hamza (HH), testified as follows:

- a) He actively manages several hundred rental units and is responsible for coordinating and undertaking repairs;

- b) He visited the unit in early 2024 and found the rental unit to be in good condition;
- c) He visited the unit again in late December 2024/early January 2025 and observed damage to the rental unit (specifically water damage to the main floor ceiling) caused by a Tenant-installed toilet sprayer/bidet;
- d) He visited the unit in December 2025 and observed marks on walls, damage to kitchen cupboards, damage to the staircase railing, damage to doors, and holes in walls from curtain installation;
- e) He does not believe that these damages were as a result of normal wear and tear;
- f) The Tenant did not use proper techniques when attempting to repaint parts of the rental unit (i.e. cutting and masking).
- g) The Tenant told him that the crayon marks on the walls were made by his daughter and that he did not want to tell her to stop making marks on the walls;
- h) Window screens in the rental unit were broken and the Tenants used tape to keep them in place;
- i) There were safety concerns with the state of the stair railing being loose from improper use, along with the possibility of glass closet doors falling out of their tracks and injuring someone; and
- j) He does not believe that this rental unit would be rentable in its current condition; and
- k) In his experience, the Landlord maintains his properties and buys good quality materials.

Tenants' Evidence

11. The Tenants provided the following testimony:

- a) They had a document that responded to the Landlord's damage claims point-by-point, but had not uploaded it to the Tribunals Ontario Portal, as they believed that it was the Landlord's responsibility to do so.
- b) They acknowledged the experience of the Landlord's witnesses and indicated that they are not experienced in home repair matters.
- c) They installed a bidet in one of their upper-level bathrooms and contend that the ceiling damage was there prior to their occupancy;
- d) They only acknowledge damaging a door into the garage, which they indicate they reimbursed the Landlord for. They deny causing any other damage;
- e) They intended on repairing any damage done to the rental unit prior to leaving the rental unit when they ultimately decided to vacate. They submit that it does not make sense to repair the rental unit in the middle of their tenancy;

- f) A previous tenant had similar issues with the Landlord;
- g) They question why the Landlord would rent to tenants with children if he has concerns with what is clearly normal behaviour from children;
- h) The Landlord continually pushed them to make repairs to the rental unit; and
- i) The Landlord made excessive visits to the rental unit, which constitutes harassment.

12. I note that the Tenants ultimately uploaded a copy of their point-by-point review of the Landlord's claims at 3:53 p.m. on the date of the hearing (DOC-7230939). I reviewed this document and find that it closely follows the viva voce evidence provided by the Tenants.
13. I also note that the Tenants submitted another document called "Tenant's Post Review Submission" (DOC-7237852) on January 27, 2026, the day after the hearing. As this document was neither properly before me during the hearing, nor shown to have been properly served on the Landlord, I am not either reviewing or considering this document.

Applicable Legislation

14. The N5 Notice was served under s. 62 of the Act which states:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex. 2006, c. 17, s. 62 (1).

15. Section 34 of the Act states:

34 The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.

Analysis

16. I find that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
17. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord will incur \$23,666.00 in out-of-pocket expenses associated with repairing damages in the rental unit as detailed below.
18. The quantum claimed on the N5 Notice and L2 Application is \$25,590.00. The total amount identified on the June 2025 invoices is \$27,120.00 and the amount claimed on the December 2025 invoice is \$35,030.00.
19. The Landlord neither served nor requested an amendment to their L2 application; as such, the maximum quantum of damages I will be considering is \$25,590.00.

20. To succeed on this claim, the Landlord must establish the following:

- a) physical damage to the rental unit or the residential complex;
- b) physical damage that is “undue”, meaning not normal wear and tear; and
- c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

21. On an application before the Board the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case, that burden falls on the Landlord. For the reasons that follow, I find that the Landlord has led sufficient evidence to establish that the Tenants wilfully or negligently caused damage to the residential complex.

22. It was uncontested that the Tenants had installed a sprayer/bidet on an upper-level toilet in the rental unit. Landlord’s Witness HH attended the unit in late 2024/early 2025 and identified that an improper installation of this sprayer directly caused the damage to the ceiling. The Tenants did not contest that they had installed the sprayer but contended that there was pre-existing damage to the ceiling. No evidence was provided of this alleged pre-existing damage by the Tenants.

23. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord will incur \$5,650.00 in out-of-pocket expenses associated with repairing the ceiling damage, and that this amount is reasonable to repair the damage caused.

24. It was uncontested that there were marks made by crayons and markers throughout the house, on walls and doors. It was also uncontested that the Tenants had attempted to re-paint/repair some of these issues. The Landlord contended that the Tenants’ work was inadequate, with improper paint and painting techniques applied. The Tenants claimed that the alleged damages were actually normal wear and tear associated with having a young family living in the rental unit over a 5-year period.

25. I find that, while a portion of the overall painting-related issues could conceivably be attributed to normal wear and tear, a large majority of the damage cannot. The crayon/marker damages and the improper attempts at re-painting the walls were clearly wilful and cannot be explained away as normal wear and tear, even if the damages were done by children.

26. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord will incur \$8,550.00 in out-of-pocket expenses associated with repairing/re-painting damaged walls, doors and millwork. This constitutes 75% of the Landlord’s claimed \$11,300.00 in painting repairs and I find that this amount is reasonable to repair the damage caused.

27. The Landlord further claimed \$3,390.00 in “Handyman Repairs”. In reviewing the quote from the contractor, I find that the majority of the items on this invoice are truly normal repair expenses that a Landlord should expect to pay over the course of a tenancy (i.e. normal wear and tear). I accept the Landlord’s submission that the damages to window

screens was beyond normal wear and tear, but that the remainder of the items claimed (vent covers, locks, toilet paper holders, switch covers, etc) are normal costs associated with the tenancy.

28. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord will incur \$500.00 in out-of-pocket expenses associated with repairing the window screens and I find that this amount is reasonable to repair the damage caused.
29. Finally, it was uncontested that there was damage to the rental unit's kitchen cabinetry. The Landlord provided photographs of the cabinetry, highlighting several areas where there was significant wear to the wooden faces on the cabinet doors, as well as one cabinet door that appeared to be covered with paint/crayon wax. The Landlord contended that this was not normal wear and tear and that, to properly repair the doors, the entirety of the kitchen cabinetry needed to be sanded and re-stained to preserve a uniform appearance. The Tenants submitted that this alleged damage was attributable to normal wear and tear.
30. I do not accept the Tenants' submission that the damage to the kitchen cabinetry was normal wear and tear. On at least one kitchen cabinet door, the damage is clearly wilful and in the form of painting/crayon wax in the grain of the wood cabinet face. I accept the Landlord's submission that, in order to properly repair this damage, a complete renewal (sanding and staining) of the kitchen cabinet suite is required. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord will incur \$6,780.00 in out-of-pocket expenses associated with repairing the kitchen cabinetry and that this amount is reasonable to repair the damage caused.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. The Landlord collected a rent deposit of \$2,050.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$214.91 is owing to the Tenants for the period from March 24, 2021 to January 26, 2026.

Relief from eviction

33. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
34. The Landlord sought a standard eviction of the Tenants due to the quantum of damages claimed.
35. The Tenants indicated that they live in the rental unit with their two young children and that they have not been looking for new accommodations.
36. The Tenants submitted that the Landlord's motivation for this L2 application was due to his attempt to increase their monthly rent above the allowed annual guideline. They also indicated that the Landlord was harassing them through frequent service of Notices and comments about the damages caused by their children.

37. Based on the evidence and testimony provided at the hearing, I am satisfied on a balance of probabilities that the Landlord interacted appropriately with the Tenants and, therefore, is not in serious breach of the Landlord's responsibilities under the Act. As such, there is no requirement to refuse the Landlord's application pursuant to subsection 83(3).

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 27, 2026.
2. If the unit is not vacated on or before April 27, 2026, then starting April 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 28, 2026.
4. The Tenants shall pay to the Landlord \$23,666.00, which represents the reasonable costs of repairing the damage.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,264.91 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenants must pay the Landlord is \$21,587.09.
8. If the Tenants do not pay the Landlord the full amount owing on or before April 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Curtis Smith
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 of the Tenants expires on October 28, 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.