



**Order under Section 89 / 88.1
Residential Tenancies Act, 2006**

Citation: Pinchak v Alikouzeh, 2026 ONLTB 21733

Date: 2026-03-20

File Number: LTB-L-095090-23

In the matter of: 497 MALLORYTOWN AVE
MISSISSAUGA ON L4Z2M7

Between: Jerry Pinchak Landlord

And

Hena Alikouzeh Former Tenants
Aisha Alikouzeh

Jerry Pinchak (the 'Landlord') applied for an order requiring Hena Alikouzeh and Aisha Alikouzeh (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Jerry Pinchak (the 'Landlord') applied for an order requiring Hena Alikouzeh and Aisha Alikouzeh (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord 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 Tenant permitted in the residential complex.

This application was originally heard on January 27, 2026, the hearing commenced and adjourned for insufficient time to complete the matter.

The Landlord's Legal Representative, Sarah Teal and Tanya Dickie attended the hearing. The Landlord attended the hearing.

The Former Tenants attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Witnesses for the Former Tenants, Tadishi Alcantra and Helai Alikouzeh also attended the hearing.

This application was reconvened on March 10, 2026.

The Landlord's Legal Representative, Sarah Teal and Tanya Dickie attended the hearing. The Landlord attended the hearing.

The Former Tenants attended the hearing and Tenant Duty Counsel was not present at the hearing.

Witnesses for the Former Tenants, Tadishi Alcantra and Helai Alikouzeh also attended the hearing.

Preliminary Issue

1. At the hearing on January 27, 2026, I advised the Landlord's Legal Representative that the application had Reason 5- checked off, which reads:

The former tenant or someone else visiting or living in the rental unit substantially interfered with landlord's reasonable enjoyment or lawful right, privilege or interest. The former tenant must pay the reasonable out-of-pocket expenses incurred as a result of this conduct.

2. It states the reasonable costs the Landlord incurred was \$5,000.00, and to see attached Schedule B.
3. I advised her that I have reviewed the documents in Tribunals Ontario Portal and could not locate a Schedule B. She confirmed it was omitted.
4. As the Schedule B was not provided with the application, the Former Tenants would not know the case to be met. Therefore, I will not be considering Reason 5 from the application and proceeded to the damage claim.
5. Also, the Landlord claims the amount of \$181.00 for cat food he had to purchase as the Former Tenant's left their cat behind. I explained that I do not consider this to constitute damages and therefore would not be taking submissions on this issue at the hearing.

Amending the Application:

6. The Landlord's Legal Representative requested an amendment to the application as she had not included the HST amount for the front door replacement in error. She had calculated it at \$7,200.00 and should have been \$8,136.00 inclusive of the \$936.00 HST amount.
7. I granted the request to amend the application to be inclusive of HST, as there was no prejudice to the Former Tenants in doing so. They were aware of the damage claim and had a copy of the invoice showing the full amount inclusive of HST.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities, some of allegations contained in the application. Therefore, the Former Tenants must pay the Landlord \$1,670.50, no later than April 3, 2026.
2. The Former Tenants vacated the rental unit on December 3, 2022.
3. The application was filed on December 2, 2023, which was within one year after the Former Tenants ceased to be in possession of the rental unit.
4. The Landlord is not holding a Last Month Rent Deposit.
5. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damage

Landlord's Evidence

6. The Landlord claims the following damages:
 - a) Basement Bathroom- Tenants removed trim and disposed of the trim. \$508.50.
 - b) Front Entrance Door- damage to weather stripping, chips and dents in door. \$8,136.00.
 - c) Kitchen Sliding Door- torn screen, frame damage, lock/handle broken. \$4,633.00
 - d) Living Room/Dining Room- Ceiling Repairs due to Tenant inadequately using shower curtain. \$4,746.00.
 - e) Upper Main Bathroom- wall and tile repairs due to Tenant inadequately using shower curtain- \$7,684.00.
 - f) Garbage Cleaning and Disposal- Removal of Tenants belongings left behind in garage- \$1,695.00.
 - g) Kitchen Hardwood Floor Damage- \$734.50.
 - h) Damaged Extension Cord and Weed Wacker- \$150.00.
7. The total amount the Landlord claims in damages is \$28,287.00.
8. The Landlord testified that he lives next door to the rental unit in his own detached home.
9. He purchased the rental unit in the Spring of 2013, and after he purchased it, he did renovations. The renovations included all new windows, flooring, staircase, front and rear doors, custom kitchen, finished basement and installed a washroom, painted, added a walkway, new bathroom fixtures, upgraded concrete patio, sodded and graded.
10. He testified the state of the rental unit when the Former Tenants took possession was newly renovated and in great condition.

11. He testified that after the Former Tenants vacated on December 2, 2022, he visited the rental unit on December 4, 2022, and there was extensive damage to the rental unit.

Basement Bathroom

12. He states the Former Tenants removed a piece of trim that was mouldy that was adjacent to the shower, he notes the drywall was not mouldy just the trim and attributes it to them not properly securing the shower door.
13. He states it was difficult to match the trim to the rest of the bathroom so replaced it with ceramic tile instead, and this repair has been completed.
14. He provided a photograph of the missing trim adjacent to the shower that he states he took on December 4, 2022, during the inspection. DOC 2375479, Page 1.
15. He provided a quote from Rockland Contracting Inc in the amount of 508.50, inclusive of HST to replace missing bathroom trim, supply and install, material ceramic tile and grout. DOC 4474397, Page 12.

Front Entrance Door

16. He testified the front entrance door was installed brand new before the Former Tenants moved in.
17. He states at the inspection on December 4, 2022, the doors weather stripping was shredded and torn, dents in the door and the side capping's delaminating and pulling apart
18. He provided a photograph that shows scratches on the door, weather stripping torn and dents in the door that he took at the inspection on December 4, 2022. DOC-2375479, Page 13-15.
19. He testified the entire door system needs to be replaced, which includes two-sided panel and the door as it was originally bought as one system for better efficiency.
20. He provided a quote from Rockland Contracting Inc in the amount of \$8,136.00 inclusive of HST. This quote includes replacing damaged front steel door, paint interior wood trim and spray foam voids, caulk exterior to match existing colours and sidelights. DOC 4474397, Page 6.
21. The Landlord has not yet repaired the door as he does not have the funds to do so currently as it is just his income that he relies on.
22. On cross examination, he testified after the Former Tenants vacated the front entrance door was opening and closing properly.

Kitchen Sliding Door

23. He states the kitchen sliding door requires full replacement as there is frame damage.

24. He provided a photograph of the kitchen sliding door that shows in the bottom left-hand corner that there is gap. He provided a photograph of the screen door bent and the screen with a substantial number of smaller holes and one large hole, and a picture of the handle of the glass sliding door broken. He took these photos on December 4, 2022, during the inspection. DOC 2375479, Pages 37-43.
25. He testified as he lives next door, on occasion he would see the Former Tenants dog leashed to the kitchen table with the door open and the dog could come in and out.
26. He testified the contractor was able to bend the screen door frame back as best as he could and he replaced the screen and bought a door handle of Amazon. He states the rest has not yet been completed as he is on one income and just recently came of a garnishment of his wages, and now that money is freed up, he plans on finishing the repairs.
27. He provided a quote from Rockland Contracting Inc, in the amount of \$4,633.00, inclusive of HST, to replace the damaged patio door with new lock and paint interior wooden trim, spray foam voids and caulk exterior. DOC 4474397, Page 9.

Living Room/Dining Room

28. He testified the Former Tenants caused water damage to the Living room/Dining room ceilings.
29. He provided photographs that show water damage to the ceiling that he took on December 4, 2022, at the inspection. DOC-2375479, Page 6-12.
30. He testified that he was required to bring in a plumber to investigate where the water was coming from and the plumber found that it was not the faucet or drain, and no water leaks in the bathroom were found by the plumber.
31. He provided a quote from Rockland Contracting Inc in the amount of \$4,746.00, inclusive of HST to replace the water damaged drywall, ceiling extent of damage to be determined at removal. Treat lumber and replace drywall, tape, mud, apply two coats of paint and reconnect light fixture. DOC 4474397, Page 7.
32. He testified he had the ceiling touched up with compound so that he could have the unit looking good for his new tenants, however, this was just a band ai fix.
33. On cross examination, he testified he patched the ceiling so it would like presentable for the new tenant

Upper Main Bathroom

34. He testified the plumber who investigated the ceiling leak determined that there was no leak in pipes, drains or valves. He had to cut open the walls to investigate and then patched back up. He states since the Former Tenants vacated this has not leaked again.

35. He asserts that this was likely caused by an overflowed bathtub or toilet.
36. He provided a photograph of the tub that shows discolouring of the grout at the bottom of the outside of the tub that he took on December 4, 2022. DOC-2375479, Page 44.
37. He provided a quote from Rockland Contracting Inc in the amount of \$7,684.00 inclusive of HST. This was to repair bathroom walls and tiles, the extent to be determined at removal stage, replace with waterproof membrane, replace tile and grout, apply grout sealant, caulk floor and walls at tub. DOC 4474397, Page 8.
38. He alleges that during the time of the water investigation by the plumber some areas had to be removed and were damaged as a result and now needs to be replaced.
39. He alleges that sections of the wall need to be removed as well as the tub surround to complete a water proofing membrane.
40. He states they just did a patch repair, and the new tenants only use the tub and not the shower.

Garage Cleaning and Disposal

41. He provided photographs of items the Former Tenants left behind in the garage. He took these photos sometime in the Spring after the Former Tenants vacated on December 4, 2022, as he had provided them extra time to remove these belongings. The photos show some large prices of furniture, bags and smaller items. DOC-2375479, Page 16-36.
42. He provided a quote from Rockland Contracting in the amount of \$1,695.00 to remove and dispose of accumulated waste in garage, 4 trips to dispose and a paid invoice for the same amount. DOC-4474397, Page 3-4.

Kitchen Hardwood Damage

43. He provided a photograph alleges he took on December 4, 2022, during the inspection. The photograph shows an area of hardwood flooring in front of the sliding glass door in the kitchen. The hardwood appears to have water damage and be scratched and stained. DOC-2375479, Page 37.
44. He asserts the damage was caused by the Former Tenants dog coming in and out.
45. He provided an invoice from Rockland Contracting Inc in the amount of \$734.50 inclusive of HST to restore worn hardwood at sliding door, sand worn area and apply 3 coats natural stain and 3 coats of urethane. DOC-4474397, Page 5.
46. He states this repair has not yet been done and he just put a quick seal over top of it to prevent further damage.

Damaged Extension Cord and Weedwhacker

47. He testified the weedwhacker belonged to him and the Former Tenants asked to borrow it and after they vacated, he found the weedwhacker seized and inoperable. He states that the extension cord was also clipped and had exposed wires.
48. He states he has replaced the weedwhacker, and it was just under \$100.00 after taxes and he does not have the receipt.

Former Tenant's Evidence

49. The Former Tenants assert the Landlord only filed this application as they had filed a T5 application to the Board on January 4, 2023.

Basement Bathroom

50. The Former Tenant, Hena Alikouzeh testified her sister was living with her 2019, and on August 6, 2019, her sister sent the Landlord a text message with a photo of mouldy baseboard in the basement bathroom. The text message indicates that the text message was a reminder about the baseboard in the basement washroom. The text message states it is very clear that it is growing mould and gotten so bad that it was giving off a swamping smell. She explains she has tried to spray essential oil to try and bring down the smell. She asked him to please investigate this and replace and not just paint over it, she attached a photo for his reference. DOC 3905067, Page 2.
51. She testified the Landlord did not come to take a look or rectify the mouldy baseboard.
52. She testified on September 19, 2019, her sister sent another text message to the Landlord and in part is states they could not wait any longer to have the mouldy baseboard removed so they removed it themselves. This message also let the Landlord know that the cement flooring was staining in the bathroom and there was still some type of swampy smell. DOC-3905067, Page 14.
53. She testified the Landlord responded on September 29, 2019, with unrelated issues and did not address their concern but rather stated all the reported repairs, in his opinion was due to the Former Tenants negligence. DOC-3905067, Page 15.
54. On cross examination she testified they were not aware where the water was coming from.
55. On cross examination, she testified there was not mould on the baseboard when the moved in.
56. On cross examination she testified the door for the shower was not damaged.

Front Entrance Door

57. The Former Tenant, Hena Alikouzeh testified they had no issues with the front entrance door, and it would open and close properly.
58. She provided a video of the front entrance door; however, this door could not be seen properly in the video. DOC 3905078.

Kitchen Sliding Door

59. The Former Tenant, Hena Alikouzeh testified that the kitchen sliding door worked fine for them and this was a high traffic area and the door was used often. She states it was a heavy door and states the door handle broke off but that was normal wear and tear
60. She provided a video of the broken handle. DOC 3905078.
61. She asserts that the photographs that the Landlord took where he states they were taken on December 4, 2022, is not accurate reflection of the damage on that date, as these photographs have no snow and shows someone in shorts.
62. On cross examination, she testified there was holes in the screen door, and she is not sure how that happened, she states because the back door is not fenced it could have been any animal such as raccoons.

Living Room/Dining Room

63. The Former Tenant, Hena Alikouzeh testified they had notified the Landlord about the ceiling leak, he opened it and drained it and did a small patch, then brought in a plumber to access the water and then brought in someone to caulk around the shower.
64. She testified after they caulked the shower the problem persisted, and they advised the Landlord, and he just kept bringing a plumber back.
65. She provided a video that shows the water damage to the ceiling. DOC 3905078.
66. On cross examination, she believes the caulking around the shower was done as a process of elimination to see if the water was coming from the upper bathroom.
67. On cross examination, she stated after the shower was caulked the problem persisted.
68. On cross examination, she testified as soon as they discovered the water on the ceiling, they notified the Landlord right away.

Upper Main Bathroom

69. The Former Tenant, Hena Alikouzeh testified the Landlord was aware that there was a leak in the upper bathroom when they notified him of the ceiling in the Living room/Dining Room and the Landlord did not fix the issue. She testified the Landlord states that there

may have been an overflow caused by the Former Tenants, however this was not the case. She testified they had an issue with their toilet not flushing properly and her brother replaced the flush valve and at no time did the toilet overflow.

Garage Cleaning/Disposal

70. The Former Tenant, Hena Alikouzeh testified they left some of their personal belongings in the garage when they vacated, and some of these items were larger heavier pieces of furniture. They were left as they did not have room on the moving truck.
71. She testified they did not make arrangements with the Landlord to come and retrieve their belongings.

Kitchen Hardwood Damage

72. The Former Tenant, Hena Alikouzeh testified there was just one piece of hardwood that was damaged, and they had resided there for 9 years, and this was just normal wear and tear.
73. On cross examination, she states that their animals would sit at the door where the hardwood was damaged.

Damaged Extension Cord and Weedwhacker

74. The Former Tenant, Hena Alikouzeh testified they asked to borrow the Landlord's weedwhacker, and they used it once and it malfunctioned, they let the Landlord know that it broke and left it in the garage.
75. She testified the extension cord did not belong to the Landlord as they had borrowed it from the neighbour.
76. On cross examination, she stated the first time they used the weedwhacker was in the Summer of 2022.

Tenant's Witness- Tadishi Alcantra

77. Tadishi Alcantra testified that he is a handy man and sole proprietor and carries liability insurance.
78. He testified the Former Tenants had an issue with their toilet not flushing properly, and they stopped using it and used the other bathroom. He looked at the toilet and it needed a flush valve. He ordered the flush valve and replaced the part. He testified at no time was the water supply or drain line touched.
79. On cross examination, he testified at the time he changed the flush valve he did not have liability insurance.

80. He testified that there was no evidence of any water leaks when he changed the flush valve, and he recalls staying overnight at the rental unit and the toilet was working properly and not leaking.

Tenant's Witness- Helai Alikouzeh

81. Helai Alikouzeh testified she sent a text message to the Landlord following up about the mouldy baseboard in the lower-level bathroom.

82. She testified the Landlords response did not address her issue and only spoke of unrelated issues.

83. On cross examination, she testified that they reported to the Landlord immediately that there was something wrong with the shower door. She stated that it was still closing properly. They thought there was an issue with the door but realized it was just the rolling piece that popped off and they popped it back in.

Analysis

84. While I accept the Tenants filed a T5 application on January 4, 2023, I do not find this means the Landlord does not have the right to file this L10 application. The Landlord filed the L10 application within the one-year limitation period and is entitled to have their application heard.

Basement Bathroom

85. I am not persuaded by the Landlord's testimony the Former Tenants damaged the baseboard by removing it because it was mouldy. The Former Tenants notified the Landlord on August 6, 2019, that the baseboard was mouldy and they were experiencing a swampy smell and asked the Landlord to rectify as they were uncertain as to why it was mouldy. The Landlord did not rectify so the Tenants removed the mouldy piece of baseboard and notified the Landlord on September 19, 2019.

86. I am not persuaded that the mouldy piece of baseboard was caused by an improper use of the shower door.

87. Therefore, I will not be awarded a monetary remedy for this issue.

Front Entrance Door

88. I am persuaded by the Landlord's testimony and evidence that the front entrance door had some small dents, scratches and torn weather stripping caused by the Former Tenants. It was uncontested that the door still operating properly.

89. I do not find the amount the Landlord is requesting to be reasonable, and I do not find the entire door system needs to be replaced. I find the small dents, scratches and weatherstripping can be repaired.

90. Therefore, I will be ordering the Former Tenants to pay \$500.00, which I find a reasonable amount to repair the door.

Kitchen Sliding Door

91. At the hearing on March 10, 2026, the Landlord testified the photos he took off the damage were taken on December 4, 2022. I do not find the photograph of the damaged kitchen sliding door to represent damage to the door on that date. I say this because the photograph provided was not taken in the winter months.
92. Therefore, I cannot determine if the gap that is shown in the bottom left handle corner, being frame damage was caused by the Former Tenants or if this damage was done after the Former Tenants vacated.
93. However, there was no dispute from the Former Tenants that the handle on the kitchen sliding door was broken and this was caused by normal wear and tear. I do not find this to be caused by normal wear and tear.
94. There was no dispute from the Former Tenants that there were holes in the screen, but they were not sure how they got there and stated it could be from any type of animal as the back yard is not fenced.
95. The Landlord has replaced the kitchen sliding door handle, had a contractor bend the frame of the screen back, and replaced the screen in the frame.
96. Therefore, I will be ordering the amount of \$250.00 for the repair/replacement of the door handle and screen replacement.

Living Room/Dining Room & Upper Main Bathroom

97. I am not persuaded by the Landlord's testimony that the Former Tenants caused an overflow from their bathtub or toilet that resulted in damage to the Living Room/Dining Room ceiling.
98. The Landlord states he brought in a plumber to investigate, and the plumber found no leaks in the pipes, drains or valves. He did not provide any type of report from the plumber to substantiate this, nor was the plumber at the hearing to testify to this.
99. I accept the Former Tenants notified the Landlord immediately after they saw the damage to the Living Room/Dining room ceiling and the Landlord had someone come and caulk the shower. I find this was done as a process of elimination to try and identify where the water was coming from.
100. I accept the Former Tenants testimony that after the shower was caulked the issue persisted and they notified the Landlord, and he kept sending the plumber back to the rental unit.

101. I also accept the testimony of the Tenant's witness, Tadishi Alcantra that he changed the flush valve in the toilet as it was no operating properly and at no time was the water or drain line touched and that the toilet had not overflowed.

102. I am not persuaded that the Former Tenants caused this water damage by overflowing either their bathtub or toilet, and there was no evidence before mw to suggest this was the case.

103. Therefore, I will not be awarding a monetary remedy for this issue.

Garage Cleaning/Disposal

104. I do not find the removal of the Former Tenants belongings left in the garage constitutes damage. There was no evidence before me that suggest that there was damage to the residential complex related to the items left in the garage. Rather, these costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlord incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense can be claimed under section 88 (1) of the Act.

105. Therefore, I will not be issuing a monetary remedy for this issue.

Kitchen Hardwood Damage

106. I am persuaded by the Landlords testimony and evidence that there was damage to the hardwood flooring in the kitchen area in front of the glass sliding door.

107. The Former Tenants allege the damage was only to one floorboard and was normal wear and tear. I find the damage to extend to more than one floorboard and I do not consider this normal wear and tear. On a balance of probabilities, I find that this damage was likely caused by the Former Tenants dogs.

108. Therefore, I will be awarding the amount of \$734.50, as I find this a reasonable amount to repair/replace the damaged flooring.

Damaged Extension Cord and Weedwhacker

109. I do not find that the Former Tenants damaged the weedwhacker. I accept the Tenants testimony that they borrowed it with the permission of the Landlord, and it malfunctioned. The Landlord did not provide any evidence that either the weedwhacker or the extension cord were wilfully or negligently damaged by the Former Tenants.

110. Therefore, I will not be issuing a monetary remedy for this issue.

111. The Landlord has incurred or will incur reasonable costs of \$1,484.50, to repair the damage and/or replace property that was damaged and cannot reasonable be repaired.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,484.50, which represents the reasonable costs the Landlord has incurred or will incur 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. The total amount the Former Tenant owes the Landlord is \$1,670.50.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 3, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from April 4, 2026, at 4.00% annually on the balance outstanding.

March 20, 2026
Date Issued

Trish Carson

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.