



Order under Section 89 Residential Tenancies Act, 2006

Citation: Mohan v Salim, 2026 ONLTB 23158

Date: 2026-03-20

File Number: LTB-L-083340-24

In the matter of: 3915 Candlelight Drive
Mississauga ON L5M8B3

Between: Sunita Mohan Landlord

And

Shadaab Salim Former Tenants
Saad Latif
Siddartha Hans

Sunita Mohan (the 'Landlord') applied for an order requiring Shadaab Salim, Saad Latif and Siddartha Hans (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 Tenants permitted in the residential complex.

This application was heard by videoconference on January 21, 2026.

The Landlord and the Former Tenants Shadaab Salim and Saad Latif attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord's application claims \$8,838.83 for damages to an outdoor chair, the carpet, and the kitchen and bathroom cabinet doors.
3. At the hearing, the Landlord withdrew her claim for the alleged damage to the outdoor chair in the amount of \$563.87. Accordingly, the alleged damage to the outdoor chair was not considered in my determination.
4. It was undisputed that the Former Tenants moved into the rental unit in April 2018 and vacated on November 30, 2023.

Landlord Evidence

Carpet Damage

5. There is no dispute that the Landlord occupied the rental property prior to the Former Tenants moving into the rental unit.
6. The Landlord testified that the property has carpet in the master bedroom and spare bedroom. She further testified that when she moved out of the property, her realtor arranged for the carpets to be cleaned.
7. The Landlord testified that when she moved back into the rental property on December 1, 2023, she observed that patches of carpet in the master bedroom had been cut. Although the pieces were replaced with the carpet of the same colour and material, the cutout remained visible to the naked eye. A photograph of the damage was submitted into evidence, which shows a cutout carpet piece measuring approximately 12 inches.
8. The Landlord testified, that although she is not aware of the Former Tenants having cats, she believes the damage was caused by a cat after she discussed the issues with friends who advised her that the damage was caused negligently by a cat. The Landlord submitted a photograph from google showing the type of damage a cat can cause to a carpet to support her assertion that a cat must have caused the damage.
9. The Landlord testified that a similar cutout of the carpet was also observed in the closet of the spare bedroom. The Landlord submitted a quote from a Home Depot contractor and testified that the cost to repair the carpet is \$3,859.96. She stated that the contractor advised her that it would be cheaper to replace the entire carpet in both bedrooms rather than repair the damaged areas.

Kitchen Cabinet Doors

10. The Landlord testified that she observed damage to the kitchen cabinets, specifically, the paint was chipping and submitted a single photograph of the bottom of a kitchen cabinet. The Landlord testified that this cabinet door had the most damage. The Landlord submitted a quote from Clear Cut Coating Inc., dated January 19, 2024, for \$4,415.00 to repair 29 kitchen cabinet units. The quote also included the cost to repair damage to the bathroom cabinets.
11. The Landlord testified that she is unaware whether the kitchen cabinets were ever painted and submitted that the rental property was built between 2008 and 2010. The contractor advised that the seven damaged kitchen cabinet doors could be repaired by sanding them down and repainting them. The above quote, however, is to repair the entire kitchen cabinets and bathroom cabinets. The Landlord testified that the entire kitchen must be painted for the colour to match.
12. The Landlord testified that she is not aware how the damaged was caused but stated that, after speaking with friends, she was advised that the damage is not consistent with normal wear and tear.

13. In cross-examination, the Landlord acknowledged that there was a leak in the dishwasher at one point during the tenancy but asserts that the leak would not have caused damage to the exterior of the kitchen cabinets.

Bathroom Cabinet Doors

14. The Landlord testified that the bathroom vanity has four cabinet doors and four drawers. She testified that the vanity was damaged by scratches that she believe were caused by a cat. The Landlord further testified that when she conducted the move-out walk-through with the Tenants, she did not notice the extent of the damage until she moved back into the unit. The Landlord submitted three photographs of the damaged bathroom cabinet doors and drawers. The Landlord also submitted a photograph from google showing a cat scratching a cabinet to support her position that a cat or a dog caused the damage.
15. The Landlord reiterated that she never saw a cat or a dog in the unit.
16. The Landlord acknowledged that when the Former Tenants moved in, she received communication from them advising that the paint on the bathroom cabinet was chipping and that they also sent her a photograph to substantiate their concern. At the time, the chipping did not appear to be extensive. However, after the Former Tenants vacated the rental unit, the damage appeared more extensive, and the Landlord believes that the Former Tenants must have caused the additional damage.

Tenants' Evidence

17. Saad Latif (SL) testified that the rental property was built between 2007 and 2009. When the Former Tenant's moved in, in 2018, the carpet was in poor condition, which resulted in SL's sister messaging the realtor to have the carpet cleaned. A text message dated May 22, 2018 between the realtor and SL's sister was submitted into evidence to substantiate this allegation.
18. SL testified that her sister occupied the master bedroom and that she was unaware of any damage to the carpet.
19. With respect to the kitchen cabinets, SL submitted a video taken on the date of move-out, November 30, 2023, and testified that aside from the minor peeling on one kitchen cabinet, no further damage to the kitchen is shown. Upon review of the video, the kitchen cabinets appear to be in almost perfect condition, with the exception of one cabinet where the paint is peeling.
20. With respect to the bathroom cabinets, SL testified that the paint began to peel from the cabinets on or around March 28, 2019. SL testified that they sent a photograph of the peeling paint to the Landlord on the same date. This was not disputed by the Landlord. SL takes the position that they did not cause the peeling paint and submits that, although they opened the bathroom window and used the fan, the peeling may have been caused by moisture, which constitutes normal wear and tear.
21. SL submits that the Landlord's allegation of scratching damage is based on the assumption that they had a pet in the unit and assert that they did not.

22. Shadaab Salim (SS), the second named Former Tenant, testified that they did not have pets in the rental property and specifically stated that they did not have a cat. SS testified that she occupied the master bedroom and primarily used the bathroom with the alleged damage.
23. SS testified that when they moved in, the carpet was already damaged and cut. SS testified that she sent a text message to the Landlord's realtor at that time. SS testified that she is unable to produce a copy of the text messages as she no longer has possession of the phone she used in 2018.
24. With respect to the alleged bathroom damage, SS testified that the cabinets were already peeling when they moved in. SS maintains that they did not have a cat, and further submits that, even if they had, cats don't typically scratch hardwood.
25. The Former Tenants request that the application be dismissed.

Analysis

26. This application is filed pursuant to section 89(1) of the *Residential Tenancies Act, 2006*, the ("Act"), which provides that 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.
27. To be successful on a claim for damages, the Landlord must prove on a balance of probabilities that the damage claimed is "undue". There is no definition in the Act of "undue", but it is fair to say that it means "out of the ordinary" or "not wear and tear caused by ordinary usage." The Landlord must also establish that the Tenant, an occupant or a guest either wilfully or negligently caused the damage. If the Landlord establishes undue damage which was caused wilfully or negligently, then the Landlord must lead sufficient evidence to show what the reasonable cost of repair is.
28. Based on the evidence before me, on a balance of probabilities, I find that the Landlord has not proven that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit.
29. The Landlord takes the position that the Former Tenants caused damaged to the rental unit and alleges that the damage was caused by a cat scratching the carpet and cabinets. However, the Landlord acknowledged that the Former Tenants did not have a cat, and she never observed a cat in the rental unit. The Landlord's belief that the damage was caused by a cat is based on conversation with friends who advised her that the damage appeared consistent with a cat scratch.
30. It was undisputed that the Former Tenants messaged the Landlord in March 2019 with respect to the peeling of the bathroom cabinets. There is no evidence before me that the Landlord investigated the peeling cabinets or followed up with the Former Tenants after receiving the message.

31. On review of the bathroom photographs submitted by the Landlord, I do not see evidence of scratching and instead see evidence of paint peeling, consistent with normal wear and tear. Aside from the Landlord's speculation that a cat scratched the cabinets, there is no evidence before me to support that the cabinets were scratched by a cat or by any individual.
32. With respect to the kitchen cabinets, The Landlord submitted a single photograph showing a small area of the peeling paint. The Landlord again testified that she assumes a cat caused the damage. The Former Tenants deny having a cat and submitted video evidence showing the condition of the rental unit on move-out. Upon review of the video, aside from the small area of peeling paint on one cabinet door, there is no evidence that the remaining kitchen cabinet doors were damaged. The photograph submitted by the Landlord is consistent with paint peeling and I am not satisfied that the Former Tenants caused the damage.
33. With respect to the carpet damage, the Landlord alleges that the damage is consistent with those of a cat scratch, again, the Landlord acknowledged the Former Tenants did not have a cat. SS testified that the carpet damage was already present when they moved into the rental unit and maintains that they did not have a cat. The evidence of the Former Tenants was direct and consistent, I accept it.
34. As the Landlord has failed to establish on a balance of probabilities that the Former Tenants caused wilful or negligent damage to the rental unit, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenants 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.