



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

File Number: LTB-L-074734-25

In the matter of: 5 DONALD STEWART ROAD
BRAMPTON ONTARIO L7A5J8

Between: Kamal Soin Landlord

And

Neisha Thompson Tenant

Kamal Soin (the 'Landlord') applied for an order to terminate the tenancy and evict Neisha Thompson (the 'Tenant') because:

- 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

kamal soin (the 'Landlord') applied for an order requiring Neisha Thompson (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.

kamal soin (the 'Landlord') applied for an order requiring Neisha Thompson (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 December 2, 2025.

Only the Landlord attended the hearing.

As of 1:18 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue – Failed to comply with my Direction:

1. At the hearing, the Landlord relied on water bills to support his claim for arrears. Given that utility obligation must arise from a tenancy agreement or other binding arrangements, I directed the Landlord to upload a copy of the lease agreement, or provide other evidence establishing that the tenants is responsible for water charges.

2. The Landlord had until 5:00 p.m. on December 2, 2025, to upload this evidence. As of the date this order was written, no evidence has been uploaded. I find that the Landlord has failed to comply with my direction and did not upload a lease agreement or supplementary evidence.
3. I turn to Section 88 of the *Residential Tenancies Act* which permits a landlord to recover utility costs, however such recovery is contingent on establishing that the tenant is responsible for those charges under the tenancy agreement.
4. The burden of proof rests on the Landlord to prove or establish, on a balance of probabilities, that the amounts claimed are lawfully owing and that the Tenant is responsible for those amounts.
5. During the hearing, the Landlord submitted water bills but did not provide any evidence demonstrating that the Tenant agreed, either through a lease agreement or otherwise, to pay for water charges.
6. I find that the water bills, on their own, do not establish the Tenant's liability. In the absence of a tenancy agreement or equivalent evidence, I cannot determine that the charges form part of recoverable arrears.
7. I provided the Landlord a clear opportunity to upload the lease agreement into the PORTAL by 5:00 p.m., he failed to comply. I find this failure is significant, particularly for an eviction application, where the consequences against the Tenant are serious, the evidentiary threshold must be met with clear and reliable evidence.
8. As a result, I find that the Landlord had failed to establish that the claimed water charges are lawfully owing by the Tenant. In particular, the absence of a lease agreement or any evidence establishing the Tenant's responsibility for water charges is fatal to the application.
9. Where eviction is sought, proof is required. I cannot issue an eviction order where liability for the alleged arrears has not been established or proven.
10. Additionally, the Landlord claimed compensation for damages in the application of \$750.00.
11. The Landlord only stated that the Tenant damaged the bathroom upstairs.
12. The Landlord bears the burden of proving on a balance of probabilities that the Tenant caused damage to the rental unit or residential complex and the amount claimed reasonable reflects the cost of repairing that damage.
13. Section 89 of the 'Act' allows a landlord to apply to the Board for compensation where a tenant has wilfully or negligently caused undue damage to the rental unit or residential complex. However, in order for compensation to be awarded under section 89, the landlord must provide credible and reliable evidence establishing both the damage and the cost of repair.
14. In this case, the Landlord provided no documentary evidence supporting the damages claim. Specifically:

- No photographs of the alleged damage were filed.
- No repair estimates were disclosed.
- No invoices, contractor reports, or expert evidence were provided.
- No documentary evidence was uploaded to the Board in advance of the hearing.

15. While the Landlord provided verbal descriptions of the alleged damage, verbal testimony alone is insufficient to establish the monetary value of repairs. Without documentary evidence such as photographs, estimates, or invoices, I am unable to determine the nature or extent of the alleged damage or whether the claimed amount of \$750.00 is reasonable.

16. Accordingly, the Landlord failed to meet the evidentiary burden required to obtain monetary compensation.

17. For all the reason above, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 24, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant 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.