



Order under Section 87 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Mandalia v Ruparel, 2026 ONLTB 17427

Date: 2026-03-20

File Number: LTB-L-032015-24

In the matter of: 9 Gentry Way
Brampton ON L6P3N6

Between: Mehul Pravinkumar Mandalia Landlords
Bhavini Mehul Mandalia

And

Himanshu Kishor Ruparel Former Tenants
Rama Himanshu Ruparel

Mehul Pravinkumar Mandalia and Bhavini Mehul Mandalia (the 'Landlords') applied for an order requiring Himanshu Kishor Ruparel and Rama Himanshu Ruparel (the 'Former Tenants') to pay:

- the rent and daily compensation that the Former Tenants owe;
- the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement; and
- 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 December 23, 2025.

The Landlord Mehul Pravinkumar Mandalia, the Former Tenants, and Former Tenants' agent Needhi Ruaprel attended the hearing. The Former Tenants spoke with Tenant Duty Counsel prior to the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized words "Former Tenant" are used in this order, it refers to all persons identified as a Former Tenant at the top of the order.

Determinations:

1. The parties agree that the arrears of rent in the amount of \$4,149.20 to February 11, 2024 (the date that the Former Tenant vacated the rental unit) claimed by the Landlord is owing.
2. As explained below, the Landlord proved the following allegations contained in the application on a balance of probabilities:
 - Arrears of rent (agreed)
 - Unpaid utilities
3. Therefore, the Former Tenant shall pay to the Landlord \$4,350.42, which represents the arrears of rent, unpaid utilities, and the filing fee.
4. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the "Act") and Rule 3.3 of the LTB's Rules of Procedure.
6. These documents were served on March 26, 2025 by mail (L10 application). There was insufficient time in the hearing block to hear the application when it was originally scheduled for May 7, 2025. The adjourned Notice of Hearing was served by the LTB by email on September 17, 2025.
7. The tenancy began January 3, 2019. The Former Tenant vacated the rental unit on February 11, 2024.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

15. The Former Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord incurred reasonable out-of-pocket expenses of \$15.22 as a result of the Former Tenants' failure to pay electricity costs.
17. The Landlord submitted an Alectra Utilities bill into evidence which covers the period from February 4 to February 29, 2024 in the amount of \$54.36. The Landlord submitted that they calculated the pro-rated amount from February 4 to February 11, 2024.
18. The Former Tenant submitted that they thought they had paid everything but "would check" when they disconnected the utilities and if they paid for the period in question.

19. The utility bill is in the Landlord's name and the Landlord testified that the account was re-opened in their name after the Former Tenant closed the account in their name.
20. I find that the Former Tenant removed their name from the electricity bill and that the Landlord became responsible for it effective February 4, 2024. The Former Tenant did not present any evidence to contradict the Landlord's testimony that the Landlord paid the bill (which was now in the Landlord's name), nor did they present evidence that they paid the Landlord for that portion of the bill.
21. The Former Tenant owes the Landlord the pro-rated amount of \$15.22 for the period February 4 to 11, 2024 as a result of the Former Tenant's failure to pay these costs.

Compensation for damage

19. The Landlord did not prove that the Former Tenant, 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 application claims:
 - Cleaning costs: \$271.20
 - Hardwood refinishing: \$2,960.00
 - Damage to walls and doors: \$1,243.00
 - Soiled/damaged carpet: \$300.00
 - Broken shutters: \$300.00
 - Patio door curtain: \$600.00
 - Missing screen: \$37.28
 - Missing/broken floor vents: \$10.12
 - Missing doorknob: \$7.91

21. Under section 89(1) of the Act:

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 if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant **wilfully or negligently causes or caused undue damage to the rental unit or the residential complex**; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession [emphasis added]

22. Ordinary wear and tear does not meet the threshold under section 89(1) of the Act, and a landlord is not entitled to any costs that would be attributed to normal turnover costs for a

rental property, such as cleaning or painting unless they prove that any damage surpasses the threshold contemplated by the Act.

23. The Landlord submitted that regular inspections were done of the property and there were contracts for maintenance issues. The last inspection was August or September 2023. In their submission, the claims on the application show damage which meets the threshold.
24. The Former Tenant's position is that there was no unusual damage and some of the issues raised by the Landlord either pre-dated the tenancy or were pointed out to the Landlord or an agent during the tenancy.

Cleaning costs

25. The Landlord entered photographs into evidence which show spills down the side of the stove, debris behind the stove, tape on the bathroom floor around the toilet, some stains and vegetable top scraps in the refrigerator drawer, dirty refrigerator shelves, sediment under the ice dispenser, dust and pet hair in the sliding door track, dust and mildew on a window sill, mildew on a shower door, broken glass from a picture frame in the bathroom, some leftover items on the bathroom counter, and makeup spills in a bathroom drawer. The Landlord submitted that more than ordinary cleaning was required.
26. The Former Tenant submitted that none of the Landlord's claims show anything out of the ordinary and she had a cleaner that came regularly.
27. I find that the photographs do not show wilful or negligent damage; rather they show ordinary wear and tear from a five-year tenancy, therefore the Landlord's claim for cleaning costs is dismissed.

Hardwood floors

28. The Landlord entered several photographs into evidence of hardwood floors in the home. They show worn finish and some scratches. The Landlord attributes the scratches to the Former Tenant's dog. The Landlord provided a quotation to refinish the floors but stated that they re-rented the unit without refinishing the floors.
29. The Former Tenant submitted that any damage to the floors was a result of the age of the floors and many of it was there when they moved in, not due to any wilful or negligent actions of the Former Tenant.
30. I find that the photographs do not show anything to the extent that would meet the threshold for wilful or negligent undue damage. The Landlord's evidence was that the floors were new in 2011, and I do not find the level of damage to the finish to be inconsistent with 13-year-old flooring.

Damage to walls and doors

31. The Landlord entered an invoice dated February 22 (no year) into evidence [DOC-3186439] which lists painting of two doors, baseboard and trim painting, ceiling painting,

“wall painting service with minor patchwork,” and shower caulking. There is a photograph of a wall where tape appears to have been removed with paint removed, and a small hole in the wall. Other photographs show minor damage to the base of a support pillar, minor staining and a drag mark on a family room wall, and damage to a short section of baseboard in the upstairs of the home. Another photograph shows a shower base with mildew in the corners on the caulking and between lower tiles.

32. The Former Tenant testified that the upstairs baseboard damage may have been due to moving out and that she had used tape to hang something on a wall. She further testified that the showers would get mouldy, but her cleaner came regularly.
33. Based on the evidence before me, I do not find that any of the photographs show damage which reaches the threshold of negligent, wilful, or undue. The invoice is primarily for painting, including the ceiling, and none of the items listed appear to be more than ordinary turnover costs for a rental unit.

Carpet

34. The Landlord testified that the carpet was new in 2011. The Landlord submitted photographs of the beige carpet and an invoice for steam cleaning. They testified that they cleaned the carpet between Tenants.
35. The Former Tenant testified that there were stains on the carpet when they did a walkthrough with the Landlord’s agent prior to move in, and they pointed out the stains to the agent at that time.
36. Based on the evidence before me, I do not find that any of the photographs show damage to 13-year-old carpet which reaches the threshold of negligent, wilful, or undue. The Landlord did not provide evidence of the condition of the carpets at the beginning of the tenancy to refute the Former Tenant’s claim that it was stained on move-in. The Landlord’s evidence was that the carpets would be cleaned anyway, and the invoice does not show any special cleaning was required.

Shutters, curtain, screen, etc.

37. The Landlord submitted photographs of a broken window shutter, stated that the custom patio door window curtain was missing, a screen was missing, floor vents were missing or damaged, a closet doorknob was missing, and the lawn was damaged (but never repaired).
38. The Former Tenant testified that there were annual inspections where she would point things out. The shutter broke about a month after she moved in, the door curtain was in the basement, the doorknob came loose and was in the closet, the floor vents were breaking within a year of her moving in (so she removed them), and her dog was not allowed on the lawn so could not have caused the damage claimed. Her father mowed the lawn, and a weed service came.

39. Based on the evidence before me, I do not find that any of the photographs show damage which reaches the threshold of negligent, wilful, or undue.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,149.20, which represents rent and compensation owing up to February 11, 2024.
2. The Former Tenant shall also pay to the Landlord \$15.22, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 20, 2026
Date Issued

Margo den Haan
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To February 11, 2025	\$4,149.20
Utility Costs	\$15.22
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,350.42