



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-088559-25

In the matter of: 1236, 10 DAVID EYER RD
RICHMOND HILL ON L4S0N3

Between: R & M Lalani Inc. Landlord

And

Cinthea Chambers Tenant

R & M Lalani Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cinthea Chambers (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- 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.

R & M Lalani Inc. (the 'Landlord') also applied for an order requiring Cinthea Chambers (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.

R & M Lalani Inc. (the 'Landlord') also applied for an order requiring Cinthea Chambers (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant 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.

This application was heard by videoconference on January 20, 2026.

The Landlord's Legal Representative, Carmen Dawdy, the Landlord's Agent, Rahim Lalani, and the Tenant attended the hearing.

Adjournment Request

1. The Tenant sought an adjournment at the start of the hearing as she indicated that she did not obtain a Notice of Hearing from the Board and she required additional time to obtain documentation to send to the Board. The Tenant indicated she sent over the documents to the Board a month before the hearing, but when I asked her to forward the email or upload it into the Portal, she advised she no longer had access to that email.
2. The Landlord's Legal Representative did not consent to the adjournment request as she indicated that her office sent the Tenant the Notice of Hearing and the Landlord's document brief on January 14, 2026.
3. After considering both parties' positions and the prejudice to the parties from granting or denying the adjournment, I denied the adjournment request because I can confirm that the Board did send out a Notice of Hearing to all parties on October 29, 2025, the Landlord's Legal Representative also provided the Tenant with the Notice of Hearing, both parties were present, and the Tenant was not able to provide the email that she indicated was sent to the Board in relation to her documentation. I was not satisfied that the Tenant provided a reasonable explanation for why an adjournment was necessary and I find that the Tenant had ample notice of the proceedings, including sufficient time to prepare. I delivered my decision orally at the hearing and proceeded to hear the merits of the application.

Determinations:

4. The Landlord's Legal Representative sought only compensation for damage and or out-of-pocket expenses resulting from substantial interference as the Tenant vacated the rental unit and an eviction order was no longer required.
5. As explained below, the Landlord has proven on a balance of probabilities the grounds for some of the claims for compensation in the application as noted below.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit January 8, 2026.
8. It is not disputed that when the Tenant took possession of the rental unit, the rental unit was in brand new condition, and she was the first Tenant to move into it.
9. The Landlord sought compensation in the amount of \$200.00 to replace a remote to the garage and two access fobs. This cost was not claimed in the application, and therefore, I am not satisfied it is appropriate to order the Tenant to compensate the Landlord for these items as the Tenant did not have notice of this claim, it not properly before me and there is prejudice to the Tenant as noted in paragraph 12.
10. Furthermore, the Landlord sought compensation for damage in relation to the appliances (refrigerator and stove), but the application did not include this claim and, therefore I am

not satisfied as it is not properly before me and there is prejudice to the Tenant arising from a lack of notice as noted in paragraph 12.

Wilful or Negligent Damage

11. The details regarding the Landlord's claim for compensation for damaged property are set out in the schedule that is attached to the N5 notice of termination.
12. The Landlord claimed that the Tenant caused the following damage to the property: missing and damaged doors, damaged walls, damaged floors, garbage in the Tenant's parking area, the Tenant's personal vehicle was towed resulting in an expense to the Landlord, clogged washing machine from a hair tie, and flooding in the rental unit due to washing machine.
13. The Landlord did not present evidence of any costs they have or will incur in relation to the garbage in the Tenant's parking area, therefore the garbage in the Tenant's parking area will not be considered as the Landlord is only seeking damages.
14. On October 24, 2024, the Landlord sent the Tenant an email to inspect the unit as per the builder's request. During the inspection the Landlord testified he noticed damage to the rental unit. The claims about the following items arise from that inspection.

Damaged Doors

15. The Landlord's Agent testified that he noticed that the doors were different and 4 inches shorter than the original doors in the rental unit when the Tenant took possession, and that the hardware on the bathroom door was broken. The doors that were originally installed were flat and there was no panelling as per the new doors the Tenant installed.
16. The Landlord's Agent provided photograph evidence of the closet door, which had a hole in it, and photograph evidence of the bedroom door which had a hole in it. The Landlord's Agent testified the damage doors were the closet door, the master bedroom door and the 2nd bathroom door.
17. The Landlord's Agent provided an invoice for \$1500.00 inclusive of HST to replace 4 doors, but the Landlord provided evidence and testimony about 3 doors.
18. When the Landlord's Legal Representative asked the Landlord's Agent about the 4th door, he testified that there could have been more doors that needed patching.
19. The Tenant testified that she was in the process of fixing the doors, and paid for new doors to be installed, but they were not the same and did notice they were shorter than the original doors. The Tenant testified that she was in the process of changing them, but the Landlord did not provide her an opportunity to do so as the Landlord would only allow the same doors the builders installed.
20. The Tenant further testified that there was no damage to the unit as she fixed everything that needed to be fixed when she had the money to do so as she did not have the money to fix everything right away.

21. The Tenant testified that the damage to the doors were due to a domestic situation that happened inside the rental unit, but the Landlord did replace the doors in December 2024.
22. I have considered all the evidence and testimony from both parties, and I find it is appropriate to order the Tenant to pay the Landlord for 2 of the damaged doors, which would be the bedroom door and the closet door. I am satisfied that the Tenant, an occupant or a guest wilfully or negligently damaged these doors. The bathroom door only had damage to the door handle, so the entire door was not required to be replaced, and there was no evidence or testimony to support there was a 4th door that was damaged that needed to be replaced.
23. Therefore, the Tenant will owe the Landlord \$750.00 for compensation for the damage caused to the doors.

Damages to Walls & Floors

24. The Landlord testified that the Tenant damaged the walls within the rental unit, and that the markings on the walls cannot just be cleaned off, they would need to be repaired, patched and painted. The Landlord provided photograph evidence in relation to damage to the walls within the rental unit. The Landlord testified that the Tenant damaged the floors, and provided photograph evidence to show the damage, and the Landlord uploaded zoomed-in photographs to show the damaged floors.
25. The Landlord provided documentation which was a quote for the cost of fixing small dents along the staircase, repairing the corner at the upper staircase, lightly sanding walls, 2 coats of paint, priming the walls, painting all baseboards and casings, and removing the door handles and painting the doors.
26. In addition, the Landlord provided an additional quote which included painting all the ceilings, prepping the walls for painting, majority of repair work in high traffic areas, spot prime the walls to cover up heavy wall stain, cut out two large areas of dry wall, 2 coats of paint, remove all door hardware prior to painting, painting all trim and baseboards, rebuild and smooth the damaged corner area at the top of the staircase.
27. The Tenant testified that she has 2 children under the age of 4 residing in the rental unit and she did her best to fix everything. The Tenant further testified that the walls and the floors were not damaged when she moved out of the rental unit, only fingerprints were on the walls, it was normal wear and tear from residing in the rental unit and that she did not intentionally cause damages.
28. With respect to the damaged flooring and the cost to repair drywall scuffs and markings on the wall, and to repaint the entire inside of the house, I am not satisfied the Landlord has met the burden of proof. While the Tenant and her children are responsible for what appears to be reasonable wear and tear, I am not persuaded that the Tenant caused undue damage to the walls or the flooring. Painting is generally the responsibility of the Landlord who is required to maintain the rental unit, including daily wear and tear. Accordingly, the cost to repair, patch and repaint the unit to brand new condition is denied.

Tenant's Vehicle Being Towed

29. The Landlord testified that the Tenant was notified on multiple occasions not to park her vehicle on the street as paving was being completed on the road. The Landlord testified that multiple vehicles had to be towed to have the road paved, and that he provided documentation evidence to support that he was provided with an invoice for the towing fees occurred by multiple vehicles.
30. The Tenant testified that her vehicle was not towed at any time during her tenancy.
31. After considering the evidence and testimony of the parties, I find that the Landlord's documentation evidence that was provided did not mention specific vehicles, makes or models that were being towed and I am not satisfied that the Landlord has met the burden of proof because there was no evidence to support that the Tenant's vehicle was one of the vehicles towed.

Washing Machine & Flooding from Washing Machine

32. The Landlord testified that the washing machine was being over filled by the Tenant, and that there was a water leak caused by the Tenant's hair elastic clogging the drain in the washing machine.
33. The Landlord provided documentation which was a screen shot of a message from the technician which noted "drain pump was clogged with a hair die. Ran unit no leaks detected possibly overfilled. Charged service call \$149.99 plus taxes". In addition the Landlord was provided an invoice of \$678.00 inclusive of taxes to supply and install new drywall, and to paint and prime the ceiling after the repair due to the washing machine leak.
34. The Tenant testified that she was advised by the technician that the washing machine system failed and there was no where else for the water to drain. When the fire department came due to the smoke alarm going off, they were the ones who cut a hole in the wall to ensure there was no water damage.
35. After considering the evidence and testimony of the parties, I find that the Tenant is responsible for the cost for the repair of the washing machine and the cost to fix the drywall as the message from the technician that the Landlord provided supported that there were no leaks and it was caused by possible over filling of the washing machine and a hair elastic clogging the drain. Accordingly, I am satisfied on a balance of probabilities that the Tenant, a guest or an occupant wilfully or negligently damaged the washing machine which caused water damage in the unit.
36. Therefore, I find that the Tenant is responsible to pay the Landlord \$847.49, which is the reasonable cost of repairing the damaged property.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,597.49, which represents the reasonable costs of repairing the damaged doors and the cost for the washing machine technician and cost for the contractor.

2. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Samantha Greaves
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.