



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Baharikhooob v Bank, 2026 ONLTB 25105

Date: 2026-03-30

File Number: LTB-L-087682-24-RV

In the matter of: 267 SAVAGE RD
NEWMARKET ON L3X1S1

Between: Ali Baharikhooob Landlord

And

Robert Donald Bank Former Tenant

Ali Baharikhooob (the 'Landlord') applied for an order requiring Robert Donald Bank (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Former Tenant 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was resolved by order LTB-L-087682-24 issued on October 27, 2025.

On October 27, 2025, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that they were not reasonably able to participate in the proceeding.

On November 21, 2025, interim order LTB-L-087682-24-RV-IN was issued, staying the order issued on October 27, 2025.

On October 27, 2025, the Landlord's review request was granted with interim order LTB-L-087682-24-RV-IN2 being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on January 8, 2026.

The Landlord, and the Landlord's Legal Representative, Reyhaneh Lajevardi, attended the hearing.

As of 2:00 p.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$20,179.64.
2. 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.
3. I am also 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.
4. These documents were served on December 12, 2025 by regular mail to the Former Tenant's current address.
5. The Former Tenant vacated the rental unit on March 10, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs

7. The Former Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord incurred reasonable out-of-pocket expenses of \$3,566.76 as a result of the Former Tenant's failure to pay utility costs.
9. The Landlord's representative submitted a copy of the tenancy agreement¹ indicating the Former Tenant was responsible to pay the utility costs for the rental unit, and submitted copies of the water, hydro, and gas bills² the Former Tenant was required to pay in accordance with the tenancy agreement.
10. Based on the uncontested evidence and submissions before me and on a balance of probabilities, I am satisfied that the Landlord has proved the claim for the unpaid utility bills and therefore the Former Tenant owes the Landlord \$3,566.76.

Compensation for damage

11. The Landlord claims the Former Tenant wilfully or negligently caused damage to the rental unit that required the Landlord to repair or replace the items. The Landlord claims the Former Tenant caused damage to the walls, baseboards, doors, carpets, laminate flooring,

¹ Landlord's evidence – DOC-6957122

² Landlords Book of Documents – DOC-6910328 – Pages 3 to 14

hardwood, and stairs. The Landlord claims he had to perform major patchwork, repaint the entire unit, repair and replace several doors, and replace the hardwood floor in many areas. The Landlord also claims that after the Tenant vacated the rental unit, the dryer was found to be non-functional requiring the Landlord to purchase a new one.

12. It was the Landlord's uncontested evidence that the majority of the rental unit required repair and replacement of damaged items. He testified that although he performed some of the work himself, contractors were also hired to patch and paint the walls, replace the flooring and carpet, and clean the unit of the garbage and debris left by the Former Tenant. He further testified he performed an inspection shortly after the Former Tenant vacated the rental unit and took photographs of the damage caused by the Former Tenant.
13. The Landlord's representative submitted a series of invoices and receipts³ for the replacement of general materials, labour costs, and the cost to replace the dryer.
14. The Landlord's representative also submitted a series of photographs⁴ as evidence. These photographs clearly depict the damages to the areas identified in the application, including holes in the walls, carpet from the second level cut and affixed to the stairs, damage to the hardwood and laminate flooring, damaged floor tiles, damaged doors, a damaged stove, and general uncleanliness throughout the rental unit.
15. The Landlord testified the quotes from the contractors and general material costs were paid by himself either in cash, e-transfer, or credit card. The quote included in the Landlord's evidence at page 50 in the amount of \$11,810.00 was paid in cash over a period of time as he was not financially able to pay the invoice all at once. All other costs were paid upon receipt of the materials.
16. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Analysis

17. The onus rests with the applicant, in this case the Landlord, to provide sufficient evidence to support their claim the Former Tenant willfully or negligently caused damage to the rental unit and that the damages were not caused by normal wear and tear.
18. The Landlord also bears the burden of proof to support their claim they incurred reasonable costs to repair or replace the damaged items.
19. Based on the Landlord's uncontested evidence regarding the nature and extent of the damage, I find that the undue damage was likely caused wilfully or negligently by the Former Tenant. The condition of the rental unit is so severe that it exceeds what could reasonably be considered normal wear and tear.
20. The Landlord incurred reasonable costs of \$16,426.88 to repair the damage and replace property that was damaged and could not reasonably be repaired. This was supported by

³ Landlords Book of Evidence – DOC-6910328 – Pages 31, to 35, 41, 42, 44, 46, 47, 50, and 51

⁴ Landlords Book of Evidence – DOC-6910328 – Pages 17 to 28, 33, 34, 37 to 40, 42, 53 to 76, 78 to 79

an itemized list of repairs along with receipts for both the work completed and material bought.

21. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,566.76, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$16,426.88, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$20,179.64*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Susan Priest
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:

Utility Costs	\$3,566.76
Damage Costs	\$16,426.88
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,179.64