



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Gandhi v Nice, 2026 ONLTB 23100

Date: 2026-03-25

File Number: LTB-L-022645-25

In the matter of: 918 Kilbirnie Drive
Nepean ON K2J6G2

Between: Karan Jayprakash Gandhi Landlord

And

Peter Nice Former Tenants
Ann Mariya Antony
Anet Antony

Karan Jayprakash Gandhi (the 'Landlord') applied for an order requiring Peter Nice, Ann Mariya Antony and Anet Antony (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Further, the Landlord applied for an order requiring 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 November 4, 2025.

The Landlord and the Former Tenant Peter Nice (the 'Tenant') attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay to the Former Tenants \$1,950.32.

Rent

2. The lawful rent was \$2,650.00. It was due on the 1st day of each month.

3. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
4. The Landlord testified that the Tenant had reached out to him on January 29, 2025, requesting to end the tenancy. The Landlord testified that he had advised the Tenant that he required 60-days notice. The Landlord testified that he advised the Tenant that if he found a new tenant that he would agree to terminate the tenancy.
5. The Landlord testified that the Former Tenants vacated March 1, 2025, and he had conducted an inspection of the unit on March 4, 2025. The Landlord is seeking rent for March 4, to March 18, 2025, as the new tenants could not live in the unit until March 19, 2025, due to a bedbug infestation and a cockroach infestation. The Tenant, meanwhile, agreed that he gave notice to the Landlord on January 29, 2025, to terminate the tenancy as of March 1, 2025. The Tenant had also agreed to pay three additional days rent and testified that he found the new tenant for the Landlord, as agreed to.
6. Cleaning of the unit had commenced on March 4, 2025, and on March 5, 2025, the Landlord had found a cockroach infestation and ordered an exterminator. The Landlord testified that he cleaned the unit again on March 6, 2025, and the new tenants were to move in the next day however, they had discovered a bed bug infestation which the new tenants had dealt with on their own.
7. The Tenant testified that the Former Tenants vacated the unit on February 28, 2025, and provided the new tenants the keys on March 6, 2025. The Tenant also produced evidence of the rent paid to the Landlord by the new tenants on March 7, 2025, however, the Landlord testified that he had prorated the rent for the new tenants as the unit had been uninhabitable until March 19, 2025.
8. The Former Tenants have not made any payments since the application was filed.
9. Neither party produced any written evidence concerning the discussion regarding the termination of the tenancy. Both parties agree that the tenancy would be terminated if the Tenant found a new tenant. The Tenant testified that he facilitated a number of showings and was able to secure a tenant as of March 1, 2025, and was able to vacate the unit on or before February 28, 2025. In my view, I don't find there to be any reliable evidence for me to discern the nature of the new tenancy, and who was responsible for securing it.
10. That said, the Landlord inspected the unit on March 4, 2025, and by March 7, 2025, the unit was affectively rented. Further, the Tenant was able to produce the e-transfer information for the pro-rated month of March from the new tenant, which supports the Tenant's evidence that he had found a new tenant for the Landlord.
11. As such, on a balance of probabilities, I find that the tenancy was lawfully terminated in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenants' obligation to pay rent ended on February 28, 2025. Despite there having been alleged issues with the unit subsequent to the tenancy being terminated, the Former Tenants would not be responsible for the rent from March 4, 2025, to March 18, 2025.
12. As such, no rent being owed for the period the Landlord claimed, this portion of the Landlord's claim is dismissed.

Willful Damage

13. After the Former Tenants had vacated the unit, the Landlord conducted an inspection of the unit and had found a cockroach infestation which led to the Landlord retaining A2Z Pest Control on March 5, 2025, to apply a cockroach treatment.
14. Photos of cockroaches were entered into evidence as well as the invoice for \$621.50.
15. The Landlord is also claiming expenses for cleaning the unit, which required two days of cleaning for \$187.50, and another invoice for \$175.00 totaling \$362.50.
16. The Tenant entered into evidence a video he had taken of the unit prior to vacating and testified that the Landlord never did a proper inspection of the unit prior to the Former Tenants vacating. The Tenant testified that when he moved into the unit, the unit had been professionally cleaned prior and that he did have pest issues while in the unit but never told the Landlord.
17. The Tenant also testified that he had many people view the unit however, no one had any issues about pests.
18. Having considered the evidence of both parties, I find 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 or residential complex by not advising the Landlord about the cockroach issue prior to vacating the unit. The Former Tenants knew, or ought to have known that the issue should have been reported to the Landlord so that he may rectify the issue prior to re-renting the unit. As such, the Former Tenants will be ordered to pay the Landlord \$621.50.
19. However, I am not satisfied that the Landlord's claim for his cleaning expenses were required as a result of willful or negligent damage. The hand-written invoices include what I would find to be normal wear and tear. Also, no photos were shown of the alleged mess while the Tenants video of the unit did not show any damage or a considerable mess that could be viewed as willful or negligent damage and will not be rewarded.
20. The Landlord incurred reasonable costs of \$621.50 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Last Month's Rent Deposit, Interest & Costs

21. The Landlord collected a rent deposit of \$2,650.00 from the Former Tenants and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
22. Interest on the rent deposit, in the amount of \$107.82 is owing to the Former Tenants for the period from August 15, 2023, to March 31, 2025.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$621.50, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,757.82 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
4. The total amount the Landlord owes the Former Tenants is \$*1,950.32. See Schedule 1 for the calculation of the amount owing.
5. If the Landlord does not pay the Former Tenants the full amount owing on or before April 5 29, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 5, 2026, at 4.00% annually on the balance outstanding.

March 25, 2026

Date Issued

Jagger Benham

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 Tenants must pay the Landlord:

Damage Costs	\$621.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$107.82
Total amount owing to the Landlord	- \$1,950.32