



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

File Number: LTB-L-092738-23

In the matter of: 119 KINGKNOLL DR
BRAMPTON ON L6Y3X5

Between: Paramjit Rakhra Landlord

And

Edwin Raffaero Tenant

Paramjit Rakhra (the 'Landlord') applied for an order to terminate the tenancy and evict Edwin Raffaero (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;
- 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

Paramjit Rakhra (the 'Landlord') applied for an order requiring Edwin Raffaero (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 November 20, 2025.

The Landlord and the Tenant attended the hearing.

Only the Landlord and the Landlord's Agent Manmit Rakhra attended the hearing.

As of 9:16 a.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.

Procedural History:

1. This application appeared before the Board on July 25, 2024, and adjourned at the Landlord's request.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 6, 2025.
4. N5 -Compensation for damages

The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

- The Landlord testified that on or about September 21, 2023, he inspected the rental unit and discovered damage to the property.
 - The living room floor needed replacement, and the powder room tile need replacement.
 - Baseboards need replacement in several arears of the rental unit. Kitchen backsplash protection vinyl needed replacement.
 - Drywall needed patches in several locations.
 - Front Entry door need replacement.
 - The main floor and 2nd floor need repainting.
 - The Landlord deep cleaned the entire rental unit.
 - Garbage bin and removal service required
5. The Landlord will incur reasonable costs of \$23,869.00 to repair the damage and replace property that was damaged and cannot be repaired. The Landlord submitted an estimate from Pak Renovations Inc, which was dated October 18, 2023. This estimate was also provided to the Tenant the same day.
 6. The Landlord has proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
 7. Based on the inspection conducted on September 21, 2023, the evidence demonstrates that the damage far exceeded ordinary wear and tear, necessitating the full replacement of the living room flooring, powder room tiles, and the front entry door. The Landlord provided testimony regarding the necessity of extensive drywall patching, baseboard replacement, and a complete repainting of both the main and second floors. Furthermore, the requirement for professional deep cleaning and specialized garbage removal services highlights a failure by the Tenant to maintain the unit in a state of ordinary cleanliness. Because these damages were determined to be caused wilfully or negligently, the Landlord is entitled to recover the reasonable repair and replacement costs totaling \$23,869.00, and the termination of the tenancy is justified as of August 6, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 6, 2025.
2. The Tenant shall pay to the Landlord \$23,869.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$24,055.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Anthony Bruno
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.