



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

File Number: LTB-L-100304-25

In the matter of: 52, 2265 BUR OAK AVE
MARKHAM ON L6E0B8

Between: Akram Samarikhalaj Landlord
KARL McDONELL ZIMMERMANN

And

Navid Mojaver-Zargar Tenant

Akram Samarikhalaj and KARL McDONELL ZIMMERMANN (the 'Landlord') applied for an order to terminate the tenancy and evict Navid Mojaver-Zargar (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Akram Samarikhalaj and Karl Mcdonell Zimmermann (the 'Landlord') also applied for an order requiring Navid Mojaver-Zargar (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 February 26, 2026.

The Landlord and the Landlord's Legal Representative Brittney-Rose Ward and the Tenant's Legal Representative Haseeb Ullah and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.

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 January 13, 2026. Therefore, I have only considered the claims for compensation, and not termination of the tenancy.

Compensation for damages

4. The Landlord has not 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.
5. Additionally, Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
6. The Landlord testified that the Tenant was on vacation around October 5, 2025. They did not know when the Tenant left for vacation but testified that the Tenant had informed them that they were absent from the unit for around one month. The Landlord testified that the Tenant did not ask how to prepare the rental unit for his absence, and that if the Tenant had informed them they were going on vacation they would have sent someone to check on the unit and turned off the water.
7. The Landlord testified that the Tenant failed to set the water tank to vacation mode, which caused it to crack. The Landlord testified that instead the water tank was set to "hot" and if it is left on "hot" this will cause the tank to crack.
8. The Landlord testified that the crack caused a leak and the water got under the flooring in the unit. The Landlord testified that they received three estimates, one of which was very high, and another which was for only \$3000.00, and another for approximately \$13,000.00.
9. The Landlord seeks \$13,000.00 to replace the damaged caused by the cracked water tank and subsequent flooding.
10. The Landlord confirmed that the repairs have not yet been completed, however the unit was recently cleaned and listed for sale. However, when presented with the listing for the unit the Landlord testified that there were filters or adjustments to the photographs, and the unit does not look like the pictures.
11. The Tenant testified that he did not go on vacation, and the Landlord must have taken his words out of context, as he was only gone from the unit for three days. However, during cross examination he revised this to two days away from the rental unit. He testified that there was very minor damage to the unit as a result of the flood, which impacted only two or three tiles which needed to be replaced.
12. I am not satisfied that the Landlord has demonstrated 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.
13. While the Landlord asserts that the Tenant went on vacation for approximately a month, this was disputed by the Tenant who claimed to have only left the unit briefly for two or three days. Neither party led any documentary evidence to confirm the length the Tenant was absent, and while the Tenant's testimony was slightly inconsistent on this point,

claiming an absence of three and then two days, this minor discrepancy is not sufficient to cause me to have concerns about the Tenants reliability or credibility, and the Tenant's overall testimony that he was not absent from the unit for a month remained consistent.

14. Additionally, while the Landlord asserts that the water tank cracked because it was not set to vacation mode, they did not call any expert witnesses or rely on any technical reports or diagnostics which would support this assertion. Absent this testimony or documentation, it does not strike me as likely that a water tank would crack, simply because it has been set to "hot" mode.
15. This is a Landlord's Application and the onus is on the Landlord to demonstrate that the Tenant is responsible for the damage, as I am not satisfied that the Landlord has demonstrated that the Tenant was absent from the rental unit for a significant length of time, or that the Tenant's failure to set the water tank to vacation mode was the cause of the crack.
16. Therefore, as the Landlord has not demonstrated 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, the Landlord's Application shall be dismissed.
17. Additionally, while the Landlord claims \$13,000.00 in damages and has provided an invoice in support of this claim I also note that the rental unit was listed for sale in it's current condition, and the photographs in that listing do not depict significant damage to the rental unit, and instead seem to align with the Tenant's assertion that only two or three tiles were damaged. Therefore, as the work has not been completed and the contemporaneous photographs from the Landlord's own listing do not depict significant damage, I am not satisfied that the Landlord has demonstrate they shall incur reasonable costs of \$13,000.00 to repair the damage.
18. Therefore, even if I were satisfied that the Landlord had proven that the Tenant has damaged the rental unit, I am not satisfied that the Landlord has demonstrate they shall incur reasonable costs of \$13,000.00 to repair the damage.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 13, 2026.
2. The Landlord's Application is dismissed.

March 31, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

