



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-010562-25

In the matter of: 5462 QUARTERMAIN CRES
MISSISSAUGA ON L5M5V3

Between: Asim Aleem Landlord
Noreen Mukhtar Aleem

And

Mahgoub Hassan Former Tenant
Hanan Ali
Habab Ali

Asim Aleem and Noreen Mukhtar Aleem (the 'Landlord') applied for an order requiring Mahgoub Hassan, Hanan Ali and Habab Ali (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 heard by videoconference on January 13, 2026.

The Landlords, the 1st and 3rd Tenants and the Tenant's Legal Representative Samir Chhina attended the hearing.

At the hearing, the parties agreed that:

1. The Tenancy started on July 1, 2020.
2. The Tenancy ended on August 31, 2024. There is dispute between the parties regarding possession or rent.
3. That the Landlords entered the rental unit after the Tenants vacated.

The Landlord's Evidence

4. The Landlord Asim Aleem testified that the rental unit was in good condition at the start of the tenancy. The relation between the Landlord and the Tenants was initially positive.
5. He stated that inspection of the rental unit occurred on July 21, 2024, and after the Tenants vacated on August 31, 2024.

6. The Landlord entered into evidence move-in photographs.
7. Mr. Aleem testified that during the July 21, 2024, inspection she observed the following:
 - extensive staining and paint on carpets.
 - crayon, marker, and paint marks on walls.
 - broken blinds.
 - a trampoline and pool in the backyard that had destroyed the grass.
 - a fence obscured by vines and later found damaged.
8. The Landlord testified that after the Tenants vacated, further damage was observed including:
 - heavily stained carpets in multiple rooms.
 - stickers, paint splatter, and wall damage beyond ordinary use.
 - broken window screens and screen doors.
 - missing garage door remotes.
 - damaged fencing.
 - unsanitary conditions requiring repeated cleaning.
9. Additionally, Mr. Aleem entered into evidence post-tenancy photographs taken on August 31, 2024, including invoice and receipts for:
 - carpet replacement,
 - painting labour,
 - fencing repairs,
 - sod installation,
 - cleaning services,
 - garage door remotes,
10. Mr. Aleem testified that the work was necessary to restore the unit into rentable condition and that some of the work took several days to complete due to the extent of the damage.
11. Lastly, the Landlord testified the total amount they are claiming was \$15,629.44, plus the application filing fee.
12. The Tenant's Legal Representative Mr. Chhina cross examined the Landlord on the evidence presented.
13. Mr. Chinna questioned several aspects of the Landlord's claimed damages, including whether the wall marks and paint issues went beyond normal wear and tear, whether some of the alleged damage could have resulted from permitted activities such as hanging items, and whether the repeated cleaning charges were necessary or reasonable. They also challenged the cost of replacing garage door remotes by comparing them to typical retail prices and noted the lack of photographic evidence for certain mechanical issues, such as the stove not igniting. In response, the Landlord acknowledged that not all issues were photographed, including the stove malfunction, that some cleaning occurred after repair work was completed, and that certain work was carried out by tradespeople hired by the Landlords.

14. The Landlord next witness was Noreen Aleem sought to introduce a video during the hearing that had not been uploaded to the LTB portal prior to the hearing. I ruled it inadmissible due to late disclosure and procedural unfairness.
15. She testified that sent letters on September 14, September 29, and October 9, 2024, outlining alleged damages. WhatsApp messages between August 14 and September 5, 2024, referenced general repairs but did not specify damage. The first written notice identifying specific damages occurred after the Tenants vacated.
16. Some photographs were taken July 21, 2024; interior photographs on August 31, 2024; and exterior photographs between September 1 and 5, 2024. The Landlord's testimony on timing was inconsistent, reducing weight for certain photos.
17. She testified to the carpets being replaced. I will note that during her testimony it was discovered that the carpets were likely over ten years old and find that the cost sought of this damage is not justified due to the age and depreciation.
18. She claims many fixtures were original to a 1996 property. I find that based on the age of 1996 the deterioration of the fixtures is consistent with long-term use.
19. The Landlords entered the unit on the night of August 31, 2024, but did not inspect the backyard until daylight the following day. The exterior photographs were taken after the Tenants vacated. While some damage appears to have existed shortly after vacancy, uncertainty regarding timing affects the weight given to these photographs.
20. The Landlord acknowledged that children lived in the home throughout the tenancy. No written complaints or warnings regarding damage caused by the children were issued during the tenancy.
21. Lastly, Ms. Aleem relied on TEL-04398-19 (Re), which confirms parental liability for negligent damage but also emphasizes that landlords must prove negligence and expect greater wear in family rentals.
22. While parents may be liable for negligent damage, I must distinguish between normal wear associated with family living and negligent or wilful conduct. The evidence supports normal wear in several areas.
23. Under cross-examination, the Landlord acknowledged that several conditions—including staining on tiles, sinks, and fixtures—could be addressed through ordinary cleaning or deep cleaning. I find that issues resolvable through cleaning fall within normal cleanliness obligations and do not constitute compensable damage.

The Tenant's Evidence

24. The Tenant Habab Ali testified that she resided in the rental unit with her three children, whose ages during the tenancy ranged from 6 year to 16 years old. Her sister was also a named Tenant, and that her husband, who worked abroad for the United Nations and resided at the rental unit intermittently, for approximately three month per year.
25. She testified that she and her sister lived at the rental unit full-time and that the household was used solely for ordinary residential purposes.
26. The Tenant testified that she had a generally good relationship with the Landlords throughout the tenancy. She stated that the Landlords attended the property to collect rent cheques every two or three months, address maintenance issues when she requested them, and the Landlord's attended for inspections, including the July 21, 2024.
27. The Tenant denied that she ever restricted or obstructed the Landlords' access to the unit and testified that she routinely contacted the Landlords when repairs were required.
28. She testified that she assisted the Landlords on occasion, including receiving money on their behalf for sold items and safeguarding items left at the property, which she described as evidence of mutual trust.
29. Ms. Ali testified that the unit was clean when she moved in and confirmed that the "before" photographs filed by the Landlord accurately reflected the condition of the unit at the commencement of the tenancy.
30. The Tenant testified that during the July 21, 2024, inspection the Landlord raised concerns regarding, the need for deep cleaning of the carpets, particularly in the children's bedroom. She stated that no agreement was reached requiring her to repair structural items or to pay for repairs beyond cleaning.
31. Before vacating the rental unit, she testified that she hired professional cleaners who attended the property over multiple days and cleaned:
 - the entire interior of the house,
 - carpets,
 - bathrooms,
 - basement,
 - garage.
32. The Tenant testified that she paid approximately \$2,000 for cleaning services. She paid approximately \$300.00 for landscaping in July 2024, which included cleaning and maintenance of the front and backyard.
33. She testified that the children used the backyard for ordinary play, no parties, gatherings, or commercial activities occurred at the rental unit, and no intentional damage was caused by any of her occupants or guests.
34. Ms. Ali did acknowledge that the children had placed stickers on walls and that she was uncertain whether all the stickers were removed prior to move-out due to managing multiple residences at the time.

35. The Tenant testified that carpet spills occurred during the tenancy but believed they were adequately addressed through deep cleaning.
36. Ms. Ali acknowledged that she did not take photographs or videos of the cleaning, explaining that she did not anticipate a dispute and believed the relationship with the Landlords remained cooperative.
37. Lastly, the Tenant testified that she received a written demand letter from the Landlords after vacating the rental unit. She acknowledges that she did not respond to the letter, did not contact the Landlord by phone, and did not make any payment offers following the receipt of the letter.
38. The Landlord cross-examined the Tenant on the evidence presented.
39. During cross-examination, the Landlord questioned the Tenant regarding:
- cleaning dates and services.
 - photographs taken after vacancy.
 - wall markings, stickers, and carpet condition.
 - placement of a trampoline in the backyard; and
 - grass deterioration and landscaping.
40. I find that repeated intervention was required due to the manner in which the Landlord conducted cross-examination. I intervened on multiple occasions to require that questions be properly framed and relevant, prevent argumentative statements being put to the witness. I directed that the witness not asked to speculate about the Landlord's intention, and I need to ensure that the witness was permitted to complete her answers without interruption.
41. The Landlord relied on WhatsApp messages contained at pages 63–66 of the Landlord's brief to establish that the Tenant was aware of outstanding issues at the property and that the Landlords sought to arrange a second inspection and repairs prior to vacancy.
42. I find that the Tenant acknowledged that these were her messages and confirmed that she understood the Landlords were referring to work required at the property. However, the Tenant testified that her response related to deep cleaning, not to structural or repair work, and that this understanding was consistent with prior discussions during the July 21, 2024, inspection.
43. I find that the August 11, 2024, message uses the word "repairs" but does not specify the nature, scope, or urgency of the alleged work. The exchange is therefore ambiguous and does not clearly establish notice of particular damage items.
44. At pages 65 and 66, the messages dated August 18, August 22, and August 26, 2024, show that the Landlords asked when the Tenant intended to vacate and stated that they wished to conduct a second inspection and finalize work.
- these messages were exchanged with Mr. Aleem.
 - she was aware that the Landlords wanted to attend for a second inspection; and

- she responded that she was “working on arrangements” and would advise by mid-week.
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45. The Landlord asserted during cross-examination that the Tenant “stopped responding” to messages and calls between August 25 and August 31, 2024, relying on gaps in WhatsApp responses and a call log showing outgoing calls.
46. The Tenant denied ignoring the Landlord and testified that she communicated through a combination of WhatsApp messages, text messages, and phone calls. Some responses were provided verbally rather than in writing. The Tenant claimed that she was managing showings and arrangements between two residences during this period.
47. She stated she did not intentionally avoid communication with the Landlord.
48. I find that although some responses were delayed or incomplete, the evidence does not establish that the Tenant deliberately ceased communication or refused access. The Landlord’s theory that she ignored communication because she anticipated repairs was speculative and unsupported by clear evidence.

Analysis

49. I find that section 34 of the ‘Act’ requires tenants to repair undue damage caused by the tenant or persons permitted in the unit.
50. Section 34 states:
- 34.** The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant. 2006, c. 17, s. 34.
51. The Long-Standing Board jurisprudence confirms that:
- landlords bear the burden of proving damage beyond normal wear and tear.
 - the Board must consider age, condition, and expected useful life of the item at the start of the tenancy.
 - landlords are not entitled to betterment; and
 - costs must be reasonable, necessary, and causally connected to the tenant’s conduct.
52. Normal wear and tear include deterioration resulting from ordinary use over time, particularly in family households.
53. I find that the evidence establishes that an inspection occurred on July 21, 2024, the Landlords sought a second inspection in August 24, and the Tenants vacated on or about August 31, 2024.

54. The WhatsApp messages at pages 63–66 show that the Landlords referenced “repairs” and “quotes” in August 2024. However, these messages did not specify, what items were allegedly damaged, the nature of the damage, and what remedy was required.
55. I accept the Tenant’s evidence that, prior to vacancy, discussions focused primarily on deep cleaning, particularly of carpets.
56. The first written communication itemizing specific damage claims was the Landlords’ letter dated September 14, 2024, sent after the Tenants had vacated and no longer had access to the unit. While the ‘Act’ does not require landlords to give tenants an opportunity to repair after vacancy, the lack of specificity such as what items were damage, the nature of the damage, and remedy sought, prior to the move out date is relevant when I am assessing whether the conditions could have been remedied by cleaning and the reasonableness of replacing items rather than repairing them.
57. The Landlords argued that the Tenant stopped responding to communications in late August 2024 and that this prevented inspections or repairs.
58. The evidence shows that the Tenant responded intermittently by WhatsApp, text, calls, or in-person interactions, there were gaps in written response. But, there is no evidence that access was denied or that inspections or showings were obstructed.
59. I find that tenants are not required to respond to every text message and that gaps in written communication do not, without more, establish refusal of access. I therefore give limited weight to the allegation that communication issues contributed to the claimed damages.
60. The Landlord heavily relied on photographs to establish damage. I find that some photographs were taken during the July 21, 2024, inspections, many photographs were taken after vacancy, between August 31 and early September 2024, and lastly the timing of several photographs were uncertain and shifted during testimony.
61. I accept that the photographs generally reflect the condition of the unit shortly after the tenancy ended. However, where timing is unclear, and where conditions could reasonably worsen after vacancy, I assign reduced weight.
62. A significant portion of the Landlords’ claim relates to conditions that, on the evidence, amounted to cleanliness or turnover issues, including:
- staining or residue that could be removed with cleaning products.
 - wall markings and stickers; and
 - general grime consistent with long-term occupancy.
63. The Landlord acknowledged under cross-examination that several items could be addressed through cleaning rather than repair or replacement.
64. Cleaning costs, even if substantial, do not constitute undue damage unless the condition goes well beyond ordinary residential use.
65. I find that many of the claimed items fall within cleaning and routine turnover, not compensable damage.

66. With respect to carpet replacement, I find that the staining occurred during the tenancy, the age of the carpet was unknown, the carpet may have been significantly depreciated and I full replacement, in my opinion would result in betterment. While staining may justify some compensation, full replacement cost is not reasonable without evidence of remaining useful life.

67. Similar considerations apply to cabinetry, vanities, and fixtures where:

- items pre-dated the tenancy.
- no evidence established their age or remaining life; and
- deterioration was consistent with ordinary use over a multi-year tenancy.

68. The Landlords claimed damage to the backyard, fencing, screen door, and grass. I accept that children reside in the rental unit, trampoline was used in the backyard, and some deterioration has occurred.

69. However, I must distinguish between normal wear associated with the family use of outdoor space and negligent or wilful conduct.

70. I find that the evidence does not establish that the exterior conditions exceeded what would reasonably be expected from ordinary family use over the tenancy. I therefore reduce and disallow claims that amount to landscaping restoration or aesthetic improvement rather than repair of negligent damage.

71. The Landlord relied on TEL-04398-19 (Re), 2020 CanLII 6116 (ON LTB).

72. I have reviewed that decision in full. While it confirms that parents may be responsible for damage caused by children, it also emphasizes the need to distinguish wear and tear from negligence and the relevance of depreciation and reasonableness.

73. Read as a whole, the decision does not support full replacement or betterment where fixtures are old, or deterioration is consistent with long-term use.

74. The Landlords took steps to document conditions and obtain quotes and receipts. This weighs in their favour. However, I find that:

- some work went beyond restoring the unit to its pre-tenancy condition.
- some costs reflect upgrades or turnover maintenance; and
- reductions are required to avoid betterment.

75. Taken all the evidence, I find that some compensable damaged occurred, much of the Landlord's claim relates to normal wear and tear, and reductions for depreciation, uncertainty and reasonableness.

76. I therefore find that the Landlords have proven their claim only in part.

77. The following is a chart with the allowed damages and reasonings:

Item Claimed	Amount Claimed	Allowed	Disallowed	Reasons
Carpet – girl's bedroom staining	\$3,800.00	\$900.00	\$2,900.00	Staining exceeded normal wear; however, full replacement constituted betterment. Carpet age unknown; depreciation applied. Cleaning attempted.
Other carpet areas	\$2,100.00	\$0.00	\$2,100.00	Normal wear and tear over multi-year family tenancy. No evidence replacement was required.
Wall paint / markings / stickers	\$1,750.00	\$350.00	\$1,400.00	Minor patching and repainting reasonable; full repaint disallowed as turnover maintenance.
Cabinet / vanity damage	\$2,400.00	\$0.00	\$2,400.00	Evidence showed age-related deterioration. No proof of negligent or wilful damage.
Backyard grass / sodding	\$2,950.00	\$0.00	\$2,950.00	Family use and children's play

constitute
normal use;
landscaping
upgrade not
compensable.

Screen / door issues	\$1,200.00	\$500.00	\$800.00	Partial damage beyond wear proven; full replacement not justified.
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78. The Tenants shall pay the Landlords \$1,650.00 as compensation for damage.

79. The claim involved several categories of alleged property damage at the end of a residential tenancy. Each item was reviewed to determine whether the cost resulted from normal wear and tear, tenant-caused damage, or whether the claimed amount represented betterment rather than restoration. I assessed the evidence presented, including photographs, invoices, tenancy duration, and testimony regarding the condition of the premises before and after occupancy.

80. Overall, only a small portion of the landlord's total claims was allowed. Where evidence showed damage beyond normal use—such as staining in the child's bedroom carpet or partial door/screen damage—reasonable repair amounts were approved. However, most claims were denied because the issues either reflected typical wear and tear over a multi-year family tenancy, lacked proof of tenant responsibility, or represented upgrades or full replacements that would place the Landlord in a better position than before.

81. The Former Tenant vacated the rental unit on August 31, 2024.

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

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,650.00, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is **\$1,836.00***. See Schedule 1 for the calculation of the amount owing.
4. 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

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$1,650.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,836.00