



Order under Section 89 Residential Tenancies Act, 2006

Citation: Strazzeri v Sultan, 2026 ONLTB 27515

Date: 2026-04-08

File Number: LTB-L-089086-24

In the matter of: 201, 245 PINEGROVE ROAD
WOODBIDGE ON L4L2H7

Between: Carmella Strazzeri

Landlord

And

Perwiz Sultan
Masuda Morad

Former Tenants

Carmella Strazzeri (the 'Landlord') applied for an order requiring Perwiz Sultan, Masuda Morad and Masuda Morad (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 September 29, 2025.

The Landlord's legal representative, Krysta Pacheco, the Landlord's agent, Sonia Strazzeri and the Tenant, Perwiz Sultan, attended the hearing. The Landlord's witness, Rosa Careri, was also in attendance.

As of 3:00 PM, the Former Tenant, Masuda Morad, 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.

Determinations:

1. As explained below, the Landlord has not proved on a balance of probabilities that the Former Tenants wilfully or negligently caused damages to the rental unit, or that the expenses incurred for the damages found were reasonable.
2. I am satisfied that the Landlord served the Former Tenants 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 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 May 15, 2025, by sending the documents by mail to the Former Tenants' current residence.
5. The Former Tenant, Perwiz Sultan (P.S.) stated he does not know where the other Former Tenant, Masuda Morad (M.M.) is currently. The Landlord's legal representative submitted that she became aware of M.M.'s current residence due to enforcement proceedings on a former Board Order where a title search was used to find M.M.'s residence to issue a writ of seizure and sale.
6. The Former Tenants vacated the rental unit on October 26, 2024.
7. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Preliminary Issue – Res judicata (Issue Estoppel)

8. At the outset of the hearing the Landlord's legal representative brought my attention to Order LTB-L-028699-22 issued on November 8, 2024. This was an order issued on the Landlord's L1/L2 application following a hearing that took place on July 13, 2024, and September 18, 2024. The Landlord's application sought compensation for alleged willful and/or negligent damage to the rental unit.
9. Issue estoppel is a branch of the doctrine of res judicata the specifically prevents the relitigating of issues that have been conclusively determined in a prior proceeding.
10. The Landlord's L10 application alleges that after the Former Tenants vacated the rental unit the Landlord had a third-party inspection completed that revealed additional damage to the unit which was not part of a previous N5 application. The L10 further alleges that "*all appliances were beyond repair, the blinds needed to be replaced, closets were damaged beyond repair, and there was damage to the ceilings*". The Landlord alleges that the unit required a full renovation which cost over \$100,000.00; however, the Landlord is atoning to the Board's monetary jurisdiction and is seeking \$35,000.00
11. When comparing issues relating to alleged damages that were decided on the L2 application versus the Landlord's L10 application, I find that only the damages claimed to the closets were already decided. In the L2 Order, the Board member made findings on alleged damages to floors, floor transitions, cupboards/cabinets, walls, bathroom, and closets.
12. At paragraph 6 of Order LTB-L-028699-22 states the following:

The Landlord's application alleges the Tenants damaged "*the floors, the bathrooms, the cupboards, walls, and closets*". At the hearing, the Landlord sought compensation for damages to appliances, blinds, kitchen countertops, doors and other parts of the rental unit; such claims were not particularized in the Landlord's amended application and thus, were not considered.

13. Therefore, I find that the Landlord's allegations on their L10 application relating to damages to appliances, blinds, and ceilings, have not previously been decided and may proceed to a merits hearing.

L10 Application

Damages

14. The Landlord's agent, Sonia Strazzeri (S.S.) testified that she is the daughter of the Landlord. S.S. was the first to live in the rental unit just after it was built in 2005. S.S. stated that she observed the unit to be in good condition when the Former Tenants took possession in 2017 and that at that time, all appliances were in working order.
15. S.S. attended the unit with the Landlord's witness to conduct an inspection after the Former Tenants vacated. S.S. stated that during the inspection it was noted that the glass door of the oven as well as the seal around the oven door was completely falling apart. S.S. further noted that the dishwasher was not draining properly and that some of the fridge drawers and shelving were broken. S.S. also stated that there were minor scratches to the outside of the fridge.
16. The Landlord's witness, Rosa Careri (R.C.) stated that she was retained by the Landlord's legal representative to inspect the unit on November 4, 2023, after the Former Tenants vacated. R.C.'s report and accompanying photos taken during the inspection were submitted as part of the Landlord's evidence brief.
17. R.C. testified about her observations and stated the following:
- a) She observed the stove door was falling apart and the glass frame of the oven door was broken
 - b) The fridge emanated a foul order and was dirty. R.C. observed cracked and broken shelves and scratches on the glass shelves. She also observed scratches and small dents on the front door of the fridge. R.C. stated that the fridge was unplugged when she arrived to conduct the inspection.
 - c) The dishwasher emanated a foul smell and was dirty inside. R.C. testified that the dishwasher was turned on during the inspection and appeared to be running and draining water.
 - d) The exhaust fan was hanging down from the ceiling in the laundry room area
 - e) The popcorn ceiling had damages throughout the entire unit. R.C. testified that in her opinion, it looked like something was thrown at the ceiling which removed the popcorn finish in areas.
 - f) The blinds on all windows were damaged due to the slats being bent or broken, the inability to either raise or lower the blinds or were completely removed and missing.
18. The Landlord submitted an invoice for the purchase of a new stove, fridge and dishwasher from the Brick dated May 7, 2024, in the total amount of \$2,705.16.

19. The Landlord also submitted an invoice from Boost Blinds for “Zebra Blinds” in the total amount of \$3,955.00.
20. Lastly the Landlord submitted an invoice from Homelux dated October 20, 2023, in the total amount of \$129,000.00 with the description notation “Condo- Full Remake”. The invoice lists the specific work performed but does not break the total cost down to allocate the specific cost to the work performed. The description of the specific work performed does not indicate any repairs to exhaust fans or ceilings within the rental unit.
21. It was the Former Tenant’s position that the damages claimed by the Landlord were either the result of regular wear and tear over the course of the 6-year tenancy and/or that the Landlord did not prove that replacement was required rather than reasonable costs to repair.

Analysis

22. The Landlord has not satisfied me on the balance of probabilities that:
 - a) the damages claimed are the cause of willful and/or negligent damage.
 - b) that replacement of damaged property was required because repair was not reasonable, and/or
 - c) that the Landlord’s claimed costs were reasonable and proportionate to the damages claimed.

Appliances

23. Section 89(1) of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, **where repairing is not reasonable**, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

[emphasis added]

24. The Landlord purchased three new appliances for the rental unit; however, I am not satisfied that the claimed damages could not have been addressed through repairs rather than full replacement.

25. The Landlord's witnesses testified that the refrigerator was dirty, emitted a foul odour, and had shelves that were cracked, broken, or scratched. One witness was unsure whether the refrigerator was operational but noted that it had been unplugged, which could explain the odour. The Landlord did not provide evidence that the refrigerator was thoroughly cleaned after being plugged back in to determine whether this resolved the issue. Based on my review of the photographs of the shelving, I am not satisfied that the damage was so significant that replacement shelving could not have been ordered instead of replacing the entire appliance. I further find that the minor scratches and small dent shown in the photographs are consistent with normal wear and tear on an appliance used daily for six years.
26. Similarly, the Landlord did not satisfy me that the dishwasher was inoperable or required replacement. There was contradictory testimony from the Landlord's agent and witness regarding whether the dishwasher was functional. While both testified to a foul odour emanating from the appliance, there was no evidence that the Landlord attempted to clean the dishwasher using a cleaning product or to seek repairs if the appliance was not draining properly prior to purchasing a replacement.
27. Based on the testimony and evidence regarding damage to the oven door, I am satisfied that the Former Tenants willfully or negligently caused the damage. However, the Landlord did not satisfy me that any efforts were made to repair the damage—such as ordering a replacement oven door—before replacing the entire appliance.

Blinds

28. Based on the testimony and evidence presented, I am satisfied on the balance of probabilities that the Former Tenants willfully or negligently caused the damage to the blinds. However, the Landlord has not satisfied me that the costs incurred to replace the blinds were reasonable.
29. The photographs submitted by the Landlord show that the unit was equipped with standard vinyl horizontal slat blinds operated by a pulley mechanism. The invoice submitted, however, is for "Zebra" blinds, which represent a significant upgrade from the standard vinyl blinds originally installed.
30. Section 89 of the Act permits a landlord to apply to the Board for reasonable costs only. A landlord should not be unjustly enriched by replacing damaged items with upgraded replacements where like-for-like replacement would have been appropriate.

Ceilings

31. I am not satisfied on the balance of probabilities that the Former Tenants willfully or negligently caused damage to the ceiling in the laundry room.
32. I reviewed the photograph submitted by the Landlord showing the exhaust fan in the laundry room ceiling. The photo indicates that the fan is no longer sitting flush with the ceiling; however, there is no visible damage to the surrounding ceiling. The Landlord did not provide evidence that the exhaust fan itself was damaged or inoperable.

33. The Landlord's photographs of the popcorn ceiling show small areas of staining and a few small circular marks where the popcorn finish appears to be damaged. Ceiling damage is typically not associated with ordinary wear and tear, aside from gradual discolouration, and I am satisfied that the damages claimed to the popcorn ceiling were caused by the willful or negligent conduct of the Former Tenants.
34. However, the Landlord's invoice for a "Condo – Full Remake" does not itemize repairs to the popcorn ceiling. Even if ceiling repairs had been referenced, the invoice lacks sufficient detail to allow an apportionment of costs specific to those repairs.
35. As the Landlord has not satisfied me that the Former Tenants willfully or negligently caused the damages, or that the expenses incurred for the damages found were reasonable, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 8, 2026
Date Issued

Melissa Anjema
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.