



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-044634-24

In the matter of: 16 MERRILL AVE
RICHMOND HILL ON L4B4E2

Between: Shobhit Bansal
Bhawna Agarwal
Landlords

And

Amol Anant Sahasrabudhe
Abha Sahasrabudhe
Former Tenants

Shobhit Bansal and Bhawna Agarwal (the 'Landlords') applied for an order requiring Amol Anant Sahasrabudhe and Abha Sahasrabudhe (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that the Landlords 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 April 1, 2026.

The Landlords and the Landlords' Representative, Ramadevi Gavisetty and the Former Tenants and the Former Tenants' Representative, Vijayant Sood attended the hearing.

Determinations:

1. As explained below, the Landlords proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenants shall be required to compensate the Landlords pursuant to the terms of this order.
2. I am satisfied that the Landlords served the Former Tenants 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.
3. The Former Tenants vacated the rental unit on October 22, 2023.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for Damages:

5. The Landlord, Shobhit Bansal (S.B.), testified that he is one of the Landlords of the rental property. He owns the rental property with his wife.
6. S.B. testified that the Former Tenants vacated the rental unit on October 22, 2023. He also testified that he conducted an inspection of the rental property on the same day, and observed the following damages to the rental unit:
 - a) Damaged kitchen flooring
 - b) Damaged under sink cabinet / clogged kitchen sink
 - c) Damaged kitchen cabinetry
 - d) Damaged kitchen walls
 - e) Replacement bulbs
 - f) Backyard cleaning
 - g) Plumbing repair
 - h) Carpet cleaning
 - i) Hot water tank rental
 - j) Garbage removal
 - k) Replacement smoke alarms
 - l) Replacement furnace filters
 - m) Replacement humidifier pad
 - n) Garbage tags for disposal
 - o) Garage ceiling repairs
 - p) Cracked sink
7. The Landlords' application specifically sought compensation to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage must have been caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.
8. The following items claimed in the application are not damages but rather out of pocket expenses. Accordingly, these items will not be considered in the Landlords application before the Board.
 - f) Backyard cleaning
 - h) Carpet Cleaning
 - i) Hot Water Tank Rental Fee
 - j) Garbage removal
 - n) Garbage tags

9. The following items claimed in the application are not damages but rather normal wear and tear. Accordingly, no compensation will be awarded for these items.

- e) Replacement bulbs
- k) Replacement smoke alarms
- l) Replacement furnace filters
- m) Replacement humidifier pad

Kitchen Cabinetry:

10. S.B. testified that the kitchen cabinets were damaged beyond normal wear and tear and that the damage would have been caused by negligent or careless use of the cabinetry. The damage to the kitchen cabinets included multiple areas in which the cabinets can be seen to be either chipped, cracked, or peeling. The damage appears to be more consistent with someone scraping something against the cabinetry rather than old age. The Landlords tendered videos of the kitchen cabinetry. S.B. testified to the Landlords paid \$1,600.00 to have the kitchen cabinetry sanded, re-painted, and sealed. The Landlords also tendered an invoice for the payment of this amount.
11. The Former Tenant, Amol Sahasrabudhe (A.S.), testified that the Former Tenants believed the damage to the kitchen cabinets to be no more than simple wear and tear. A.S. argues that he does not recall damaging the cabinets. The Former Tenants did not testify to this being pre-existing damage at the time of taking occupancy of the rental unit.
12. Based on the evidence, I am satisfied that the Former Tenants damaged the kitchen cabinetry and that the damage is beyond that of normal wear and tear. A four-year-old tenancy should not normally result in the kitchen cabinetry showing such signs of damage. The damage was also more consistent with being caused by coming into contact with other items rather than due to age. I am also satisfied that the Landlords' cost of \$1,600.00 to be reasonable to repair the damage to the kitchen cabinetry.

Kitchen Floor, Baseboard, Wall Damage:

13. S.B. testified that the kitchen floors, baseboards, and walls had damage that were beyond normal wear and tear. A description of the damage included grease and/or oil stains on the walls. S.B. testified that the Landlords paid the sum of \$450.00 to have the area cleaned and the walls and baseboards repainted. The Landlords did not tender any photographs of the damaged items claimed. I am mindful that the evidence that was tendered does not show any damage to the floorboards, flooring, or walls in the kitchen that is consistent with negligent or wilful damage. In the event that some minor areas are shown with grease stains or otherwise, it does not demonstrate damage beyond what normally is anticipated after a four-year tenancy.
14. A.S. argued that the Former Tenants have always maintained the rental unit in a great state and always kept the unit clean. He also argued that any damage to the baseboards, kitchen walls, or flooring would be that of normal wear and tear.

15. Based on the evidence, I am not satisfied that the Former Tenants wilfully or negligently damaged the kitchen walls, floors, or baseboards. Accordingly, no remedy will issue for this item claimed.

Kitchen Sink Leak / Garage Ceiling Repair:

16. S.B. testified that he observed the kitchen sink to be leaking and observed water damage to the ceiling of the garage. S.B. testified that the garage ceiling was located directly below this sink and that the water leak from the sink is what damaged the garage ceiling. S.B. testified that he never received any complaints from the Former Tenants regarding a leaking sink or water damage to the garage. The Landlords tendered an invoice showing the costs of the water damage repair under the sink to be \$1,077.00 inclusive of other work to the bathroom sink and an invoice for \$339.00 for the costs of repairing the plumbing issue. The Landlords also tendered documents to show the cost of repairing the garage ceiling to be \$108.79.
17. A.S. argued that the Former Tenants never complained to the Landlords about a leak below the kitchen sink because they never observed a leak under the kitchen sink. A.S. also testified that he never notified the Landlords of the water damage in the garage ceiling because it was already present at the time that the Former Tenants occupied the rental unit.
18. Based on the evidence, I am satisfied that the sink was leaking and that the leak more than likely caused damage to the ceiling in the garage. I say this because it is more likely than not that new tenants taking occupancy of a rental unit would raise this as an issue with the Landlords. I find it more likely than not that the leak occurred sometime during the tenancy. Having said this, I have no evidence of when the leak occurred and how long it was leaking for or how bad the leak was. Accordingly, I find it reasonable to hold the Former Tenants responsible for half of the costs associated with the ceiling repair and half of the costs associated with the repairs under the sink. The Former Tenants shall pay to the Landlords \$254.00 as half of the costs incurred in having the area under the sink and the garage ceiling repaired. The Former Tenants are not responsible for the plumbing costs as I have no evidence to suggest that the plumbing issues are beyond that of normal wear and tear.

Bathroom Cracked Sink:

19. S.B. testified that he observed the sink in the bathroom had a large crack in it. The Landlords attempted to have the crack sealed but ultimately had to have the sink replaced at a cost of \$1,077.00 which included the costs of other work. The Landlords also tendered an email in which the Former Tenants agree to cover the cost of \$600.00 for the damage to the cracked sink.
20. A.S. argued that the Former Tenants didn't notice the damage to the cracked sink and that he does not recall causing the damage. A.S. also argues that the only reason he agreed to pay the \$600.00 towards repairing the sink is so the Landlords could return the rest of his deposit.

21. I am satisfied that the Former Tenants damaged the bathroom sink. I say this because S.B. confirmed that the damage was not pre-existent at the time the Former Tenants occupied the unit. I also find that a crack of this nature does not normally result from normal wear and tear but rather by coming into forceful physical contact with another hard item. Accordingly, I find \$600.00 to be a reasonable amount to award for this damage as this appears to be the amount the Former Tenants agreed to pay for this item and a reasonable amount given that the invoice tendered included other work as well.
22. The Landlords incurred reasonable costs of \$2,454.00 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired. This amount includes \$1,600.00 for the kitchen cabinet repairs, \$254.00 representing half the cost of repairing the area under the kitchen sink and garage ceiling, and \$600.00 for the installation and replacement of the bathroom sink.

It is ordered that:

1. The Former Tenants shall pay to the Landlords \$2,454.00, which represents the reasonable costs the Landlords incurred as a result of the damage.
2. The Former Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlords is \$2,640.00*. See Schedule 1 for the calculation of the amount owing.
4. The Landlords may deduct the sum of \$2,640.00 as ordered above from the amount owing to the Former Tenants under Landlord and Tenant Board Order bearing file LTB-T-100496-23.

April 14, 2026
Date Issued

Ilan Shingait
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	\$2,454.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,640.00