



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: Sinanan v Joseph, 2026 ONLTB 29350

Date: 2026-04-09

File Number: LTB-L-094214-24

In the matter of: B, 58 Leander Street
Brampton Ontario L6S3M7

Between: Mark Sinanan Landlord

And

Jasmine Joseph Former Tenant

Mark Sinanan (the 'Landlord') applied for an order requiring Jasmine Joseph (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Mark Sinanan (the 'Landlord') applied for an order requiring Jasmine Joseph (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 15, 2026.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
2. 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.
3. These documents were served on December 10, 2025, by email.
4. The Former Tenant vacated the rental unit on August 17, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$1,640.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$53.92. This amount is calculated as follows: $\$1,640.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The Landlord testified that the Former Tenant gave notice on July 1, 2024, to vacate on August 31, 2024. The Former Tenant acknowledged at the hearing that she moved out on August 17, 2024, and the Landlord agreed with this date. As the Former Tenant moved out on August 17, 2024, and the tenancy ended at the end of that rental period consistent with the Former Tenant having given notice, I find that the Former Tenant's obligation to pay rent ended on August 31, 2024.
10. The Tenant testified that she withheld rent for July 2024 because she claims that the Landlord had illegally entered the rental unit. Tenants are not entitled to withhold rent as a form of self-help; the proper course of action is to file a tenant application with the Board, as the Tenant indicated she has done.
11. At the hearing, the Former Tenant sought to raise issues under section 82 of the Act. However, the Tenant did not comply with Rule 19.4 by providing a list of intended issues and supporting evidence in advance of the hearing. As such, I did not permit these matters to be raised under section 82 of the Act.
12. I find that the rent arrears and daily compensation owing to August 31, 2024, are \$3,280.00.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

14. The Landlord claims \$700.00 for damage to the cooktop in the rental unit. The Landlord testified that the Former Tenant broke the glass top on the cooking range by dropping a glass bottle on it.
15. I am satisfied that the Former Tenant negligently caused undue damage to the cooktop. Dropping a bottle onto a glass cooktop surface and breaking it is not ordinary wear and tear. The Former Tenant did not dispute that the damage occurred but stated the cost was inflated.
16. However, the Landlord did not prove the reasonable costs incurred or to be incurred as a result of the damage. The Landlord did not produce a written quote, an invoice, or a receipt. No photograph of the damaged cooktop was provided. The Landlord testified that he had a verbal conversation with a company over the phone and was told the cost would be \$700.00, but no written confirmation of this was provided and the cooktop has not yet been replaced. I find that a verbal, unconfirmed estimate, standing alone, is insufficient to

establish on a balance of probabilities that the Landlord has incurred or will incur reasonable costs of \$700.00. Accordingly, the damage claim is dismissed.

Rent Deposit

17. The Landlord collected a rent deposit of \$1,700.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
18. Interest on the rent deposit, in the amount of \$128.69 is owing to the Former Tenant for the period from February 14, 2020 to August 31, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$3,280.00, which represents rent and compensation owing up to August 31, 2024.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes \$1,828.69 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$1,652.31.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Colin Elsby
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.