



Order under Section 89 Residential Tenancies Act, 2006

Citation: Alfar v Elzoka, 2026 ONLTB 29879

Date: 2026-04-13

File Number: LTB-L-027821-25

In the matter of: 4311, 87 PETER ST
TORONTO ON M5V0P1

Between: Lisa Alfar Landlord

And

Abdelrahman Elzoka Former Tenant

Lisa Alfar (the 'Landlord') applied for an order requiring Abdelrahman Elzoka (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 April 8, 2026.

The Landlord, the Landlord's legal representative, J. Gangadin, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Former Tenant vacated the rental unit on November 30, 2024.
3. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

4. The Landlord claims \$5,221.17 in costs incurred as a result of wilful or negligent damage caused by the Former Tenant to the bathroom vanity and to the wall of the rental unit.
5. The onus is on the Landlord to establish, on a balance of probabilities, that the Former Tenant caused undue damage to the rental unit and the quantum of that damage. This

requires the Landlord to provide sufficient evidence of both the existence of the damage and the associated costs.

6. There is no dispute that prior to the Former Tenant occupying the rental unit, there were previous tenants. It is also undisputed that the Landlord has not completed any upgrades or renovations after those tenants vacated the unit or during the Former Tenant's occupancy.

Vanity damage

7. The Landlord testified that she attended the rental unit on the date the Former Tenant vacated but did not conduct an inspection until approximately one week later, in early December 2024.
8. Upon inspection, the Landlord observed damage to the bathroom vanity. The Landlord testified that the marble countertop was cracked and had a visible stain that could not be removed. However, the Landlord was unable to identify the nature or cause of the stain and stated that the stain was smeared throughout the entire countertop.
9. The Landlord further testified that the vanity itself was damaged, including a cracked door and the presence of stickers on the side, which removed paint when taken off. The Landlord did not submit photographic evidence to substantiate her allegations.
10. The Landlord testified that, as a result of the damage, she incurred costs totaling \$1,382.00 plus taxes to remove and replace the vanity. The Landlord submitted invoices in support of her claim, broken down as follows:
 1. \$452.00 to replace the vanity;
 2. 550.00 to remove and dispose of the vanity, wall mirror and plumbing; and
 3. \$380.00 to instal the vanity.
11. There is no dispute that the wall mirror and plumbing were not themselves damaged. The Landlord submits that these items nonetheless had to be disconnected in order to remove and replace the vanity, resulting in additional costs.
12. The Landlord takes the position that because the Former Tenant did not report any issues with the vanity during the tenancy, it can be inferred that the Former Tenant caused the damage.
13. The Former Tenant denies causing any damage to the vanity and testified that he is unaware of the damage alleged by the Landlord. The Former Tenant stated that no issues with the vanity arose during the tenancy and that there was nothing requiring repair or reporting.
14. While the Former Tenant submitted a video recording at the time he vacated the unit, the video does not depict the bathroom vanity. The Landlord's representative submits that this omission support an inference that the vanity was damaged at that time.
15. Based on the evidence before me, on a balance of probabilities, I find that the Landlord has not established that the Former Tenant caused wilful or negligent undue damage to

the vanity. The Landlord did not provide any photographic evidence of the alleged damage.

16. While the Landlord's representative submits that an adverse inference should be drawn from the Former Tenant's failure to include the vanity in his move-out video, I do not find this submission persuasive. Such an inference is speculative and effectively reverses the burden of proof. The absence of video evidence from the Former Tenant does not establish that damage occurred or that the Former Tenant caused it.
17. The onus rests with the Landlord to prove the claim with clear, cogent and persuasive evidence, which was not done in this case. I also find it notable that no photographic evidence of the alleged damage was submitted by the Landlord, and no reasonable explanation was provided for that omission. In these circumstances, the Landlord claim for damages to the vanity is denied.

Damaged wall

18. The Landlord testified that the wall in the living room area of the rental unit was damaged at the end of the tenancy. The wall had a dark, greasy stain. The Landlord testified that the Former Tenant stored his bicycle in that location and believes the stain may have been caused by his bicycle. The Landlord also testified that she attempted to clean the wall, but the stain could not be removed.
19. The Landlord testified that she was required to repaint the entire wall to remove the stain and submitted an invoice totaling \$2,590.00 to substantiate her claim. No photographic evidence demonstrating the alleged damage to the wall was submitted into evidence.
20. There is no dispute that the Former Tenant moved into the rental unit on January 30, 2021.
21. The Tenant denies causing damage to the wall and submits that the wall was already stained prior to moving into the rental unit. The Former Tenant submitted a photograph, time stamped January 28, 2021, at 7.24 p.m., which he testified was taken when he viewed the unit prior to moving in. On review of the photograph, a stain is visible on the wall. While the cause of the stain is unclear, its presence is evident in the photograph.
22. The Landlord argues that the photograph submitted by the Former Tenant is not of the unit and does not recognize the image. However, upon comparing the Former Tenant's move out video, in which the Landlord is present, with the photograph submitted by the Former Tenant, I am satisfied that the photograph depicts the rental unit.
23. The Former Tenant acknowledges that he did not directly request that the Landlord paint the wall but submits that he made the request through his realtor and provided text communications in support. The realtor did not attend the hearing to provide testimony, and the Landlord was therefore unable to cross-examine this evidence. As such, I give little weight to the text messages submitted by the Former Tenant.
24. The Former Tenant also submitted a video recording taken the day he vacated the unit. While the video shows the living room and kitchen areas of the rental unit, there are no visible signs of damage to the walls.

25. Based on the evidence before me, on a balance of probabilities, I am not satisfied that the Former Tenant caused undue wilful or negligent damage to the wall. The Landlord did not provide any photographic evidence of the alleged damage and relies primarily on inference that the stain was caused by the Former Tenant's bicycle; however, this assertion is speculative and not supported by independent evidence.
26. The Former Tenant submitted a photograph taken prior to moving into the unit which shows a stain on the wall. While the origin of the stain is unclear, the evidence supports that the stain existed before the tenancy began. Although the Landlord incurred costs to repaint the wall, those costs alone do not establish that the Former Tenant was responsible for the damage. In these circumstances, I am not satisfied that the Former Tenant caused the damage. As such, the Landlord's claim for damages to the wall is denied.
27. Accordingly, the Landlord's application is dismissed.
28. This order includes all the reasons within it no further reasons shall be issued.

It is ordered that:

1. Landlord's claim is dismissed.

April 13, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

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