



**Order under Section 89
Residential Tenancies Act, 2006**

File Number: LTB-L-045550-25

In the matter of: 3268 BABY ST
WINDSOR ON N9C1K8

Between: Sofia El Filali Adib Landlord

And

Ali Elayan Awad Tenants
Amenah Ali Suliman

Sofia El Filali Adib (the 'Landlord') applied for an order requiring Ali Elayan Awad and Amenah Ali Suliman (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 9, 2026.

Only the Landlord attended the hearing.

As of 1:15 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

For the record, one of the Tenants, Ali Elayan Awad, attended the hearing at 1:32 p.m., and was supported by his son, Amjad Awad. He was advised that the matter had already been heard and dismissed.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on June 30, 2025.

4. Based on the evidence before me, I was not satisfied that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
5. The Landlord testified that around the second week in April 2025, the Tenants called her advising that there were gang members hanging around outside the rental unit. She testified that two weeks later the Tenants called her again to complain about the gang members outside and while on the telephone with the Tenants, she could hear gunfire and advised the Tenants to contact the police. She testified that as a result of this gunfire, shooting, there were damages to the living room and upstairs windows, and the roof shingles.
6. The Landlord also testified that the Tenants were supposed to carry insurance as per the tenancy agreement but failed to do so. She further testified that she believed the Tenants' son knew the gang members.
7. Subsection 89(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides the following:

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

8. Pursuant to subsection 89(1) of the Act, the undue damage must be found to be caused by the Tenants, an occupant, or someone they permitted into the complex.
9. The evidence before me was that the rental unit was targeted by gang members who fired shots at the complex which caused damage. The mere fact that the Tenants' son knew the gang members does not support a finding that they were permitted in the complex by the Tenants. As well given that these gang members fired gunshots at the rental unit, I find it very unlikely that the Tenants permitted them to be there. I was satisfied that this was a violent criminal attack on the rental unit and as such the Tenants cannot be held liable for these damages.
10. The issue of whether the Tenants held insurance as required by the Tenancy Agreement may be something to consider regarding a substantial interference with the Landlord's lawful rights, interest or privilege. However, this application only claimed costs to

repair/replace property allegedly damaged by the Tenants, an occupant or someone they permitted into the complex. The Landlord has not met that burden.

It is ordered that:

1. The application is dismissed.

April 17, 2026
Date Issued

Lisa Del Vecchio
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.