



**Order under Section 87 / 88.2 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-039949-25

**In the matter of:** 520 Sundew Drive  
Waterloo ON N2V0B8

**Between:** Manjeet Patti Landlord

**And**

Mahmoud Ahmed Al Zoubei Former Tenant

Manjeet Patti (the 'Landlord') applied for an order requiring Mahmoud Ahmed Al Zoubei (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Manjeet Patti (the 'Landlord') applied for an order requiring Mahmoud Ahmed Al Zoubei (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Manjeet Patti (the 'Landlord') applied for an order requiring Mahmoud Ahmed Al Zoubei (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 March 24, 2026.

The Landlord and a witness for the Landlord attended the hearing.

As of 10:00am, the Former Tenant was 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. As a result, the hearing proceeded with only the Landlord's evidence.

**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 at least 30 days before the hearing and 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 24, 2025 by courier. The Landlord stated the Former Tenants advised the Landlord of their new residence before vacating the rental unit.
4. The Former Tenant vacated the rental unit on June 25, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

#### Rent arrears owing

8. The lawful rent was \$3,500.00. It was due on the 1st day of each month.
9. The Former Tenant vacated the rental unit on June 24, 2024 as a result of the Former Tenant moving out on an agreement to terminate the tenancy with the Landlord. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears owing are in the amount of \$14,000.00 for the period from March 1, 2024 to June 24, 2024.
11. The Former Tenant paid \$2,500.00 after the Landlord filed the application with the Board.
12. Therefore, the total arrears owing the Landlord up to the day of the hearing is \$11,500.00.
13. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for arrears owing.
14. Therefore, this portion of the Landlord's application is granted.

#### Compensation unpaid utilities

15. The Landlord claims the Former Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlord sought to withdraw the claim for unpaid utilities at the hearing.
17. The Landlord's request is granted and therefore this portion of the Landlord's application is dismissed as withdrawn.

Compensation damage

19. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex by damaging the rental unit smoke alarms that were hard wired into the electrical system of the rental unit.
20. The Landlord led with insufficient evidence to support the claim for damage in the application.
21. The Landlord stated he did not file evidence with the Board, and did not file receipts for proof of costs to replace or repair the damage.
22. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations for damage and therefore, this portion of the Landlord's application must be dismissed.
23. The Landlord collected a rent deposit of \$3,500.00 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.
24. Interest on the rent deposit, in the amount of \$137.99 is owing to the Former Tenant for the period from October 21, 2022 to June 24, 2024.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$11,500.00, which represents rent arrears owing from March 1, 2024 to June 24, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,637.99 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 amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Former Tenant. Therefore, The Landlord shall pay to the Former Tenant \$8,048.01\*. See Schedule 1 for the calculation of the amount owing.
5. If the Landlord does not pay the Former Tenant the full amount owing on or before April 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

**April 17, 2026**  
**Date Issued**

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Greg Brocanier  
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:**

|                                                  |              |
|--------------------------------------------------|--------------|
| Rent and Compensation Owing To                   | \$11,500.00  |
| Application Filing Fee                           | \$186.00     |
| Less the amount of the last month's rent deposit | - \$3,637.99 |
| Total amount owing to the Landlord               | \$8,048.01   |