



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

File Number: LTB-L-027042-25

In the matter of: Bsmt, unit 1, 4374 RADISSON CRES
MISSISSAUGA ON L5M4B9

Between: Ghazala Sheeraz Landlord

And

MOHAMAD AZMI AL MGHRBEL
LAITH AL MGHRBEL Former Tenant

Ghazala Sheeraz (the 'Landlord') applied for an order requiring MOHAMAD AZMI AL MGHRBEL and LAITH AL MGHRBEL (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Ghazala Sheeraz (the 'Landlord') applied for an order requiring MOHAMAD AZMI AL MGHRBEL and LAITH AL MGHRBEL (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 29, 2026.

Only the Landlord and the Landlord's legal representative, John Lambe, attended the hearing.

As of 10:30am, 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 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 November 30, 2025 by handing the documents to the Former Tenants.

4. The Former Tenant vacated the rental unit on February 28, 2025.
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 \$1,700.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: $\$1,700.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on February 28, 2025, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to February 28, 2025, are \$7,500.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

12. Based on the uncontested evidence, I find that the Former Tenants, or persons permitted in the unit by the Former Tenants, wilfully or negligently caused undue damage to the rental unit. Adam Sheeraz, a relative of the Landlord who assists with property management, testified about damage observed upon entering the unit on various occasions beginning in January 2025.
13. On January 1, 2025, when the Landlord's son entered the unit to replace the furnace filter, he observed that the furnace room door had been broken off its tracks at both the top and bottom of the door frame. On the same visit, he noted that the Former Tenants had installed a water fixture in the bathroom without the Landlord's permission. This installation caused water leak damage to the baseboards and walls in the bathroom.
14. On January 6, 2025, further damage was observed to the wall in the entryway of the unit. The door had been slammed with sufficient force to drive the door stopper through the drywall, leaving a hole in the wall. A text message sent by the Landlord's representative to the Former Tenant on that date, and entered into evidence, confirms that the Landlord observed this damage and brought it to the Former Tenant's attention at the time.
15. The Former Tenants smoked in the rental unit throughout the tenancy despite the Landlord's repeated requests that they refrain from doing so. The nicotine residue on the walls required the entire unit to be repainted. The wall repair in the entryway required additional patching and painting as well.
16. The Landlord submitted a quotation for the repair work, which addresses the wall hole repair and repainting, drywall replacement and painting in two rooms, furnace door

replacement and washroom work, and repairs to address toilet and shower water damage and leakage. The total cost of the quoted work, including HST, is \$11,089.82. I am satisfied that the damage described was caused by the wilful or negligent conduct of the Former Tenants or persons they permitted in the unit, that it constitutes undue damage beyond ordinary wear and tear, and that the Landlord will incur reasonable costs of \$11,089.82 to carry out the necessary repairs.

17. The Landlord collected a rent deposit of \$1,650.00 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 \$71.65 is owing to the Former Tenant for the period from June 5, 2023 to February 28, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$7,500.00, which represents rent and compensation owing up to February 28, 2025.
2. The Former Tenant shall also pay to the Landlord \$11,089.82, which represents the reasonable costs the Landlord will incur as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$1,721.65 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.
5. The total amount the Former Tenant owes the Landlord is \$17,054.17*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 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.

* 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 February 28, 2025	\$7,500.00
Damage Costs	\$11,089.82
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$71.65
Total amount owing to the Landlord	\$17,054.17