



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Alibakhshian v Khan Mohammed, 2026 ONLTB 30386

Date: 2026-04-21

File Number: LTB-L-051304-25-RV

In the matter of: Basement, 40 PICKETT CRES
RICHMOND HILL ON L4C9L3

Between: Kian Alibakhshian Landlord

And

Bibi Khatijah Khan Mohammed Tenant

Review Order

Kian Alibakhshian (the 'Landlord') applied for an order to terminate the tenancy and evict Bibi Khatijah Khan Mohammed (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord applied for an order requiring the Tenant 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.

This application was resolved by order LTB-L-051304-25 issued on October 28, 2025.

On October 29, 2025, the Landlord requested a review of the order. On October 30, 2025, interim order LTB-L-051304-25-RV-IN was issued, staying the order issued on October 28, 2025.

The review request was heard on November 25, 2025. On December 16, 2025, interim order LTB-L-051304-25-RV-IN2 was issued granting the Landlord's review request and directing the matter to be heard de novo (anew).

This application was heard de novo on April 7, 2026. The Landlord and the Tenant attended the hearing. Hojjat Fallakhoshgalb and Kaveh Berenji appeared as witnesses for the Landlord.

Determinations:

1. The Landlord's application was filed on June 22, 2025, and was amended on February 3, 2026. The amendment was to include additional costs for the damages and unpaid utility costs owing. The amended application is accepted by the LTB.
2. In addition to the monetary costs claimed, the Landlord's application was also filed based on a N5 notice of termination served to the Tenant on June 11, 2025 with a termination date of July 1, 2025.
3. The Tenant was in possession of the rental unit on the date the application was filed but vacated on July 5, 2025. Therefore, the Landlord's notice of termination is moot, and the order only addresses the Landlord's claim for monetary compensation pursuant to sections 88.2 and 89 of the *Residential Tenancies Act, 2006* (the Act) which state in part:

88.2 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement

89 (1) 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

4. The residential complex is a detached dwelling consisting of two rental units. The Tenant subject to this application resided in the basement unit, while another tenant resided on the main/upper floor. The tenancy commenced on October 1, 2024.

Unpaid Utilities:

5. There is no dispute that as per the tenancy agreement signed, that the Tenant was responsible for one-third of the gas, water and hydro charges. There is also no dispute that the Tenant made no payments to the Landlord for the utility charges since the commencement of the tenancy.
6. The Landlord submitted into evidence a copy of the tenancy agreement (LL exhibit #1) and a copy of all the gas, water and hydro bills received during the tenancy (LL exhibit #2). The Landlord also included a detailed chart breaking down the Tenant's 1/3 portion of the costs (LL exhibit #3).

7. The documentary evidence submitted by the Landlord supports the following unpaid utility costs incurred:

- Gas - \$464.98
- Water - \$407.20
- Hydro - \$527.86

8. As such, the Tenant owes to the Landlord \$1,400.04 in unpaid utility charges.

Compensation for Damages:

9. The Landlord's amended application seeks \$5,903.00 to repair and/or replace property that was damaged by the Tenant, their occupants and/or permitted guests.

Shed Roof:

10. The rental property has a shed located in the backyard. The Landlord testified that on November 5, 2024, the Tenant was seen on two occasions hopping the backyard fence and walking on the roof portion of the shed. The Landlord submitted into evidence photographs taken from the security cameras of the rental property (LL exhibit #4).
11. The Landlord stated that the shed has a sheet metal roof and that the Tenant's actions damaged the roof of the shed. The Landlord also submitted into evidence two photographs confirming that the roof of the shed is dented (LL exhibit #5).
12. The Landlord testified that he received a quote of \$904.00 to replace the roof of the shed. The Landlord submitted into evidence a copy of this written estimate (LL exhibit #6).
13. The Tenant did not dispute the alleged conduct or the damages caused to the shed.
14. Based on the evidence and submissions before the Board, I find that the Tenant has wilfully and/or negligently caused damages to the roof portion of the shed and that the Landlord will incur costs of \$904.00 to replace the roof of the shed. As such, the Landlord is entitled to reimbursement of these costs from the Tenant.

Garage Door:

15. The rental property has a two-car garage with two separate doors.
16. The Landlord testified that as per the tenancy agreement, the Tenant was only entitled to one parking space, but that the Tenant began parking three vehicles on the driveway, which resulted in the Tenant and her occupants having to park their vehicles very close together and close to the garage door.
17. The Landlord submitted into evidence photographs of the Tenant's vehicle parked very close to the garage door and several dents on the garage door (LL exhibit #7).
18. Hojjat Fallahkhoshgalb also provided oral testimony at the hearing and appeared as witness for the Landlord. Mr. Fallahkhoshgalb is the tenant who resides in the upper unit

of the rental property and confirmed that on many occasions, he would see the Tenant's vehicle hit the garage door when parking.

19. The Landlord submitted into evidence an estimate to replace the two garage doors (LL exhibit #8). The estimate is for \$3,400.00, however as only one of the two doors is damaged, the Landlord is only seeking 50% of the costs (\$1,700.00).
20. The Tenant disputed bumping her vehicle into the garage door and stated that the dents could have appeared during an incident where the upper tenant had an altercation with her guests and threw the garbage bin at her vehicle. The Tenant claimed to have a video of this incident but could not locate it in the Tribunals Ontario Portal (TOP).
21. Based on the evidence and submissions before the Board, I find on a balance of probabilities that the Tenant, their occupants and/or permitted guests negligently caused damage to one of the garage doors by repeatedly hitting the door with their vehicle. The Landlord's claim was supported by credible witness testimony of the neighbouring resident and photographs confirming that the Tenant's vehicle, when parked, was practically touching the garage door. The Tenant also did not provide sufficient evidence to suggest that the damages were caused by the upper tenant.
22. As such, the Landlord is entitled to reimbursement of half of the costs claimed to replace the garage doors.

Kitchen Cabinet:

23. The Landlord's amended application claims damages to the kitchen cabinet doors. The Landlord testified that one of the kitchen cabinet doors had completely broken off its hinge and that a few others required replacement due to chips / dents. In total, the Landlord's amended application alleges that seven of the kitchen cabinet doors required replacement.
24. The Landlord submitted into evidence a video taken the day after the Tenant had vacated the rental unit (LL exhibit #9) and an invoice of \$700.00 to replace the seven cabinet doors (LL exhibit #10).
25. The Landlord's witnesses Hojjat Fallahkhoshgalb and Kaveh Berenji both testified that they had viewed the rental unit prior to the tenancy commencing and both confirmed that the kitchen cabinets were in a good state of repair prior to the tenancy commencing.
26. The Tenant did not dispute the overall state of the kitchen cabinets but stated that the alleged damages were as a result of reasonable wear and tear and that she had experienced problems with the cabinet door under the kitchen sink from the commencement of her tenancy. The Tenant did not provide any documentary evidence such as emails or text messages to confirm that she reported any concerns with the kitchen cabinets to the Landlord prior to her tenancy terminating.
27. Based on the evidence and submissions before the Board, I find that the Tenant, her occupants and/or permitted guests wilfully and/or negligently caused undue damage to the kitchen cabinet doors. The video evidence submitted by the Landlord shows obvious signs of damages that are beyond normal wear and tear for a tenancy that lasted only eight

months. I am also satisfied that the Landlord incurred costs of \$700.00 to replace these damaged doors and that these costs were reasonable given the extent of the damages.

28. As such, the Landlord is entitled to reimbursement of the costs to replace the kitchen cabinet doors.

Drywall Repairs:

29. The Landlord's amended application claims \$2,599.00 to repair and repaint the walls and the ceiling of the rental unit. The Landlord submitted into evidence a copy of this estimate (LL exhibit #11)
30. The Landlord relied on the same video submitted into evidence for the damaged kitchen cabinets. In the video, there are several large holes in the drywall and ceiling of the rental unit.
31. The Tenant did not dispute the holes in the drywall and the ceiling. The Tenant stated that the upstairs tenants frequently caused excessive noise, which prompted her children to bang on the ceiling.
32. Based on the evidence and submissions before the Board, I find that the Tenant, her occupants and/or permitted guests have wilfully caused undue damage to the walls and ceiling of the rental unit. The video evidence is clear that the damage is beyond normal wear and tear, and I do not accept the Tenant's explanation for the ceiling damages. If the Tenant believes that the Landlord was not addressing the noise complaints regarding the upstairs residents, then the Tenant was required to file their own application before the Board for substantial interference with their reasonable enjoyment. The Tenant's are not permitted to wilfully damage the Landlord's property because they are unhappy with their neighbours conduct or the Landlord's response to their complaints.
33. As such, the Landlord is entitled to reimbursement of the costs to repair and/or replace the damaged drywall and to repaint the rental unit.
34. The Landlord also incurred \$186.00 for filing the application and is entitled to reimbursement of these costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated July 5, 2025. The date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,400.04, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall pay to the Landlord \$5,903.00, which represents the reasonable costs of repairing and/or replacing the damaged property
4. The Tenant shall also pay to the Landlord \$186.00 for the costs of filing the application.
5. The total amount the Tenant must pay the Landlord is \$7,489.04.

6. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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