



Order under Section 87 / 89 Residential Tenancies Act, 2006

Citation: M.Alizadeh v AUGUSTIN, 2026 ONLTB 31700

Date: 2026-04-22

File Number: LTB-L-027765-25

In the matter of: 2, 123 RITSON RD S
Oshawa ON L1H5H4

APR 22 2026

Between: Reza M. Alizadeh Landlord

And

GARY AUGUSTIN Former Tenant

Reza M. Alizadeh (the 'Landlord') applied for an order requiring GARY AUGUSTIN (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Reza M. Alizadeh (the 'Landlord') applied for an order requiring GARY AUGUSTIN (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 November 25, 2025.

The Landlord, the Landlord's witness Sheiea Rassi, the Tenant, the Tenant's witness Medine Demirtas ('MD') and the Tenant's Legal Representative Kimberley Covey attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$3,531.00.
2. The Former Tenant vacated the rental unit on June 1, 2024.

Rent

3. The lawful rent was \$1,350.00. It was due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.

5. The Former Tenant has not made any payments since the application was filed. The Landlord alleges that the Tenant failed to pay rent for the month of April 2023. The Tenant's position on this was that the Landlord had issued the Tenant an N12 and had been required to pay compensation.
6. The Tenant's position was set out by the Tenant's Legal Representative in submissions and was never addressed by the Tenant in their testimony. No evidence of any N12 was provided and as such, I am satisfied that the Tenant owes the Landlord the rent for this month.
7. The rent arrears and daily compensation owing to April 30, 2023, are \$1,350.00.

Willful Damage

8. The Landlord also claimed the following damages;
 - a) \$1,820.00 – kitchen cabinets – structural and water damage;
 - b) \$1,770.00 – flooring – buckling, delamination and water damage;
 - c) \$490.00 – bedroom door – splintered and cracked;
 - d) \$1,035.00 – wall repair – gouges, holes, water stains;
 - e) \$470.00 – window screens – damaged screens; and
 - f) \$8,120.71 – water damage remediation – drywall removal, insulation replacement, mold remediation, flooring replacement and electrical repairs.
9. The Landlord submitted before and after photos of the unit's bedroom door, the bathroom, the kitchen cabinets, wall damage, window screen damage and flooring damage. The after photos were taken on June 2, 2025, after the keys were returned to the Landlord.
10. The Landlord also alleges that the Tenant removed the dishwasher and broke the dryer. The Landlord is also seeking \$858.46 for a replacement for the washer and dryer.
11. The Landlord also testified about flooding that had occurred in 2022 alleging that the Tenant had left the water on in the unit which caused flooding into the lower units. In cross-examination, the Tenant was pressed on the dates of the flooding and testified that it had occurred in June of 2024.

Tenant's Evidence

12. The Tenant testified that he moved into the unit in 2021 and that he had noticed some issues with the unit when he first moved in. He testified that when he told the Landlord about these issues, the Landlord asked him to move. The Tenant testified that the Landlord also asked him to fix any of the issues and that the Landlord would reimburse him for same.
13. The Tenant testified that the water leak occurred after a storm and alleges that due to the condition of the roof, the residential complex started flooding. All the windows were broken and the power had been shut off. The Tenant testified that he contacted the Landlord about the leak however, the source of the leak was never found. The Tenant testified that again, the Landlord asked him to fix the issue and to be reimbursed for same.

14. The Tenant also testified that the unit's washer was broken and when he has advised the Landlord of this, the Landlord asked him to move out. He testified that he got a refurbished washer but that it broke within 3 months. When the Tenant left the unit, he testified that he left the washer but took the dryer as it was his dryer.
15. A video of the unit taken by the Tenant was entered into evidence. The Tenant denied punching a hole in the laundry room wall, and the Tenant testified that he had patched the shower but that the Landlord removed the patch. The Tenant further testified that the Landlord had removed plastic from the kitchen cabinets, and that the window screens were damages when he moved in.
16. With respect to the floor the Tenant testified that the unit's floor had always been in that shape and that the Landlord never repaired same.
17. MD testified on behalf of the Tenant. Shet testified that she moved into the unit below the Tenant's unit in October of 2022. She also testified that she was in her unit when the Tenant vacated and testified that the Landlord picked up the unit's key from her shortly after the Tenant vacated and then never returned again for four months.
18. MD testified that she went into the Tenant's unit after he left. She noticed the cabinet doors were removed, but did not see any broken doors, cupboards, or flooring.
19. The Tenant's Legal Representative asked that the Landlord's application be dismissed, as it was filed in retaliation to the Tenant successfully obtaining an order against the Landlord at the Board.

Analysis

20. Having considered the evidence of both parties, I am not satisfied that the Landlord has proven that the Tenant was responsible for any water damage. The dates of the conversations regarding the issue of leaks, flooding and other water issues were never provided in a consistent manner. As well, no reports from any experts or contractors were provided in evidence to show how the leak was caused and whether this leak or another may have water-damages the items as alleged.
21. As such, the Landlord's claims with respect to water remediation, water damaged kitchen cabinets, and flooring damage is denied.
22. Further, with respect to the issue of the washing machine and dryer I don't find that any logical evidence was provided to show who owned what machine and when it was replaced or why. Besides that issue, this claim is less so about wilful damage and more so about substantial interference and this portion of the Landlord's claims is also denied.
23. That said, I am satisfied that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex with respect to the broken bedroom door, the wall repairs and the broken window screens.
24. The Tenants response to those issues were effectively that, he didn't cause these damages and that they were always here or in the alternative someone else caused the

damage. That said, it is clear in my view that the damages occurred during the Tenant's occupation of the unit and are not as a result of normal wear and tear. As such, the Tenant will be ordered to pay to the Landlord \$490.00 for the bedroom door, \$1,035.00 for the damages wall and repairs and \$470.00 for the damages window screens totaling \$1,995.00

25. The Landlord incurred reasonable costs of \$1,995.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Costs & Last Month's Rent Deposit

26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

27. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1,350.00, which represents rent and compensation owing up to April 30, 2023.
2. The Former Tenant shall also pay to the Landlord \$1,995.00, which represents the reasonable costs the Landlord incurred 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 total amount the Former Tenant owes the Landlord is \$*3,531.00. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 3, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026, at 4.00% annually on the balance outstanding.

April 22, 2026

Date Issued

Jagger Benham

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 April 30, 2023	\$1,350.00
Damage Costs	\$1,995.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,531.00