



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

File Number: LTB-L-040036-25

In the matter of: 609, 1 DE BOERS DR
NORTH YORK ON M3J0G6

Between: SHAHROKH BABAEI OMALIE Landlord

And

Justin Micheal Loizos Former Tenant

SHAHROKH BABAEI OMALIE (the 'Landlord') applied for an order requiring (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

SHAHROKH BABAEI OMALIE (the 'Landlord') applied for an order requiring (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.

SHAHROKH BABAEI OMALIE (the 'Landlord') applied for an order requiring (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's legal representative, Danial Yousefian Amirkhiz and the Landlord attended the hearing. The Tenant's legal representative, law student, Andrew Son and the Former Tenant attended the hearing.

Preliminary:

1. The Tenant's legal representative raised the following preliminary issues:
 - 1) The Landlord did not provide proper service of the notice of hearing and application; and
 - 2) The Landlord's damage claims are statute barred in accordance with the Limitations Act.

Proper service

1. The position of the Former Tenant is the Landlord did not serve the documents to the Former Tenant's current address and instead mailed the documents to the Former Tenant's mother's address.
2. The Former Tenant also submits the Landlord did not meet the 30 day requirement when taking into consideration the 5 days for mailing and the Landlord falls one day short.
3. The Former Tenant stated he first became aware of the hearing on October 24, 2025 by email from the Board. The Former Tenant received the documents package containing the notice of hearing. The Former Tenant stated he then attempted to collect all relevant documentation and prepare in his best capacity. The Former Tenant went to Parkdale Legal Services and met with a legal representative in early February 2026.
4. The position of the Landlord is he served the documents by mail and by email and claims to have email authorization to do so.

Analysis

5. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.

6. With the totality of the submissions before me I am satisfied that the Former Tenant was provided more than sufficient notice of the hearing through the Board's communication on October 24, 2025.
7. I acknowledge that the Board's Rules require the Landlord to serve copies of the documents to the Former Tenant in a method approved by the Board and more than 30 days in advance of the hearing, however the Former Tenant was made aware of the hearing almost five months in advance and sought out legal representation in preparation for the hearing.
8. Even if I were to find the Landlord is one day short of the 30 day requirement the Former Tenant was made aware of the hearing almost five months in advance and I see no prejudice to the Former Tenant in proceeding with the hearing given the Former Tenant took action to obtain representation well in advance of the hearing.

9. The Tenant's legal representative stated the Landlord is time statute barred from filing the application for damage against the Former Tenant given the damage claimed in the application occurred in August 2020.
10. The Tenant's legal representative stated that his interpretation of section 89 of the *Residential Tenancies Act*, 2006 (the "Act") is governed by the Limitations Act and the Landlord's L10 application for damage falls outside of the 2 year limitation.
11. The Tenant's legal representative provided case law to support his claim.
12. The Landlord's legal representative objected that the case law applies to section 20 in the Act and the case law provided by the Tenant's legal representative pre-dates the RTA section 89 amendments.

Analysis

13. Section 89 of the Act states:

Application for compensation for damage

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; 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. 2020, c. 16, Sched. 4, s. 21 (1).

An application under subsection (1) may be made,

(a) while the tenant is in possession of the rental unit; or

(b) **no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.** 2020, c. 16, Sched. 4, s. 21 (1).

[emphasis added]

14. Section 2 of The Limitations Act, 2002 states, the Act "...applies only to claims pursued in court proceedings." (e.g., Small Claims Court, Superior Court), not to administrative tribunals like the LTB.
15. The RTA sets its own limitation periods with respect to landlord and tenant disputes.
16. Section 89 of the Act requires a landlord to file an application for damage against a tenant or in this case former tenant no more than one year after the tenant vacates the rental unit. There is no provision in the Act that defines a limitation on when the damage occurred.
17. For all the reasons above the Tenant's legal representative's request to dismiss due to the Landlord's claim being statute barred is denied.

Determinations:

6. Although the Former Tenant was not served by the Landlord, for the reasons mentioned above I am satisfied the Former Tenant received more than sufficient notice of the hearing,
7. The Former Tenant vacated the rental unit on June 3, 2024.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
9. The position of the Landlord is he and the Former Tenant entered into a tenancy agreement commencing on June 1, 2018 for a fixed term of one year ending on May 31, 2019. At the time of the hearing the Former Tenant was on a month-to-month tenancy.
10. The rental unit is a single-family condominium residence.

Rent and daily compensation owing

8. The Landlord's L10 application claims arrears of rent from May 1, 2018 to June 3, 2024.
9. The Landlord filed an L2 application, LTB-L-020251-24 based on an N8 notice the Former Tenant was persistently late in paying the lawful rent.
10. The Board issued a conditional order for the Former Tenant to pay lawful rent from May 1, 2023 up to and including June 1, 2024.
11. The Landlord submits the Former Tenant breached the agreement when the March 1, 2024 cheque was returned NSF.
12. The Landlord filed for an L4 order for eviction under section 78 of the Act based on the Former Tenant's breach. Order LTB-L-020251-24 was issued March 25, 2024 with a termination date of April 5, 2024.

13. At the Landlord's L10 application hearing submissions were made regarding the outstanding rent and a potential amendment on the application to include March 2024 rent up to June 3, 2024, however after further review of the L4 order I find the Landlord's claim for arrears under the L10 application have already been addressed in the L4 order.
14. The member that issued the L4 order addresses the arrears in paragraph 5, the daily compensation owing up to the day the Former Tenant vacates and the last months rent deposit and interest. Paragraphs 5 reads:

*As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the cost of filing the previous application the Landlord is entitled to by -\$2,140.08. **The Landlord may offset this amount by charging \$65.75 per day starting March 25, 2024 until the date that the Tenant vacates the unit and may also charge the \$186.00 application filing fee from the previous order if not yet paid.***

[emphasis added]

15. Paragraph 5 of the L4 order addresses the last months rent deposit collected by the Landlord and the interest owed up to the date of the order. The Landlord is entitled to apply this to the March 2024 rent and ongoing daily compensation and the filing fee.
16. Paragraph 6 states:

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
17. Paragraph 6 addresses any balance owing either party once the arrears (including March 1, 2024), plus the daily compensation, plus the filing fee, minus the last months rent deposit and interest are applied.
18. Therefore, the Board has no jurisdiction to issue an order for the Landlord's claim for arrears in the L10 application as the arrears have already been adjudicated and resolved by L4 order LTB-L-020251-24.
19. For all the reasons above, the arrears portion of the Landlord's L10 application are dismissed.

Compensation unpaid utilities

14. The Landlord claims the Former Tenant failed to utility costs that they were required to pay under the terms of the tenancy agreement.
15. The Landlord claims he will incur reasonable out-of-pocket expenses of \$921.00 as a result of the Former Tenant's failure to pay electricity costs.

16. The Landlord submitted a letter dated June 18, 2024 from Toronto Hydro-Electrical System Limited. The letter indicates the account is in the Former Tenant's name and rental unit address. The letter is a "reminder letter" of an overdue balance of \$921.00.
17. The Landlord stated that he is concerned the balance will be moved to his tax bill.
18. The Former Tenant's position is the letter was sent almost two years before the hearing and the Landlord has not provided proof the amount is still outstanding by producing a more recent invoice in the Landlord's name, or a municipal tax statement showing the amount under the Landlord's name.

Analysis

19. Since the Former Tenant had vacated the rental unit on June 3, 2024, the Landlord obtained and opened the Former Tenant's mail as the letter from Toronto Hydro is still in the Former Tenant's name and dated June 18, 2024.
20. Nonetheless, the Landlord has led with insufficient evidence to support his claim that he "will" incur the unpaid utility costs.
21. Given the passage of time between the letter dated June 18, 2024 in the Former Tenant's name and this hearing, I am not satisfied that the amount owing will fall on the Landlord and has not as of the date of this hearing.
22. Normally on a claim like this I would expect to see the amount owing moved to the Landlord's name and in many cases the amount owing transferred to the Landlord's tax bill for the following year.
23. The Landlord claims he called Toronto Hydro to inquire but was not given access to the account as it remained in the Former Tenant's name, however the Landlord suspects Toronto Hydro will eventually come after him for payment.
24. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not provided the allegation the Landlord will incur reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay electricity costs.
25. Therefore, this portion of the Landlord's application is dismissed.

Compensation damage

18. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit as follows:
 - a. Causing damage to the rental unit floors;
 - b. Damage to rental unit walls requiring patching and painting,

- c. Damage to the kitchen cabinets and counter;
- d. Damage to the electrical outlets;
- e. Leaving large furniture and debris the Landlord was forced to dispose of; and
- f. Unreturned keys to the rental unit forcing the Landlord to change the locks.

26. The Landlord also seeks legal fees under the damage claim.

Landlord evidence

27. The Landlord submitted evidence to the Board (DOC-7607419) consisting of documents and photographs to support his claim in the application for damage.

28. The Landlord submitted photographs of the rental unit prior to the Former Tenant taking possession.

29. The position of the Landlord is the rental unit was in a good state of repair when the Former Tenant took possession.

30. The Landlord stated that rental unit floors, cabinets and kitchen counter were damaged by the Former using the kitchen faucet knowing there was a leak that the Former Tenant failed to report to the Landlord.

31. The Landlord provided a timeline of events as follows:

- June 29 – Aug 5, 2020: Initial reports of ceiling leakage by the Building Management not Tenant; cause unknown.
- Aug 6–7, 2020: Landlord requests proper investigation and expert inspection.
- Aug 10, 2020: Third-party plumber arranged; landlord coordinates access.
- Aug 12, 2020: Plumber confirms kitchen faucet leak as root cause.
- Aug 12–13, 2020: Immediate repair arranged; faucet replaced.
- Aug 15, 2020: Additional damage observed in Unit 509 (post-leak impact).

32. The Landlord stated he received an email from the residential complex management informing him of a stain in the lower rental unit that initially he believed was due to dog urine on the floors. Later the Landlord enlisted a plumber and found the damage to the floor was caused by a leak in the kitchen faucet.

33. The Landlord's position is the Former Tenant was aware of the leak and continued to use the kitchen faucet causing further damage to the rental unit floors, cabinets and counter requiring replacement.

34. The Landlord stated he and his agent attended the rental unit after the leak was discovered and repaired to "clean up" the water damage to the floor.

35. The Landlord further stated that when he took possession of the rental unit there were doors missing from the kitchen cabinets, large square holes cut in the rental unit walls, damage to the rental unit walls caused by the Former Tenant's wheelchair and damaged or removed electrical outlets.
36. The Landlord's position is the entire rental unit floors had to be replaced in order to keep consistency of the flooring throughout the rental unit.
37. The Landlord submitted invoices totaling \$27,469.47 to repair or replace damaged items.

Former Tenant evidence

38. The position of the Former Tenant is he lived in the rental unit for six years and the Landlord's claims for damage are wear and tear or unfounded.
39. The Former Tenant stated some of the damage to the rental unit floor existed prior to him moving into the rental unit and it was identified in the tenancy agreement on page 5 of 5 where it states:

"Landlord is aware of water damage around fridge."

40. The Former Tenant stated initially he was unaware of the leak in the faucet and submits it took the Landlord and property management agents approximately one week to locate the issue, so there is no way he could have known about the issue. The Former Tenant stated that once he suspected the faucet might be the issue he informed the Landlord which started the Landlord's attempts to find the leak.
41. The Former Tenant submitted a video (DOC-7578679) of the condition of the floor after the Landlord agent was able to discover and fix the leak. The video shows the Landlord's agent standing on a section of floor at a threshold in the rental unit just past the kitchen and the Landlord agent is standing on the floor and water can be seen being pushed up from underneath.
42. The Former Tenant stated the Landlord did not attempt to fix the floor at the time of the leak causing the water damage in the rental unit floors and the Landlord is at fault.
43. The Former Tenant stated that after the faucet leak was identified and fixed there were no other water issues in the rental unit.
44. The Former Tenant denies any damage to counter or the cabinets from the water.
45. The Former Tenant stated that he removed one cabinet door under the sink portion of the counter so he could put his feet under the sink portion and move his wheelchair close enough to use the sink.
46. The Former Tenant stated he has lived in the rental unit for six years and the scratches and dents in the rental unit walls from his wheelchair are normal wear and tear.

The Act and Analysis

47. Section 89 of the Act states:

Application for compensation for damage

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; 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. 2020, c. 16, Sched. 4, s. 21 (1).

48. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
49. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved some of the allegations in the application.
50. I do not find the Landlord credible in his testimony as he provided inconsistent details and particulars regarding the extent of the damage he claims was caused by the Former Tenant.
51. In my view what has happened here is the Landlord has attempted to take a claim for minor repairs and repairs he neglected to address from a prior leak and perform a major renovation and enrich himself at the cost of the Former Tenant. I believe the damage to the floors were caused by the faucet leak that the Former Tenant was initially unaware of and notified the Landlord about when he became aware of the potential issue, and not a result of willful or negligent damage. Once the leak was discovered and fixed by the Landlord, he had a duty to address the excessive water he and his agent were aware of. The Landlord's video evidence shows the excessive water, under the laminate floor when the leak occurred and the Landlord chose not to address the issue in August 2020.
52. Other repairs the Landlord claims are not supported by the Landlord's evidence for replacement of kitchen cupboards, kitchen counter, appliances, electrical work and plumbing costs.

Items proved by Landlord: granted

Wall damage caused by wheelchair

53. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant has wilfully or negligently caused damage to the rental unit walls as a result of his wheelchair.
54. I am satisfied with the Landlord's photo evidence that some of the dents in the walls exceed what I would consider normal wear and tear.
55. The Landlord submitted limited evidence of walls focusing primarily on the kitchen area.
56. The Former Tenant stated the rectangle holes cut in the walls were cut by the Landlord's plumber and condo agents looking for the leak.
57. The Former Tenant stated that once the leak was found the cut holes in the walls of the rental unit were left and not repaired by the Landlord or the condo agents.
58. The Landlord submitted work order invoices for the repairs to the rental unit walls however the requested compensation is for the entire rental unit including the ceiling and as noted above I do not find that some of the damage to the rental unit walls the Landlord claims are a result of the Former Tenant causing undue damage.
59. I do not find the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage for the full amount of \$2,000.00.
60. Based on my knowledge of similar like cases I find the appropriate amount for compensation is \$700.00. This is calculated by estimating that approximately 35% of the rental unit walls appear damaged by the Former Tenant's wheelchair and the Landlord incurred costs of \$2,000.00.

Damage items not proved: dismissed

Damage to the rental unit floors, damaged / leaking faucet

61. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the Former Tenant caused undue damage to the floors, kitchen cabinets and counter as a result of the faucet leak.
62. The Former Tenant's video shows the Landlord agent standing on the floor as water is pushed up from the subfloor through the joints. The Landlord stated that he and the Landlord agent cleaned up the water however I am not satisfied that this is the case.
63. With the amount of water that is evident from the video the Landlord would have needed to hire professionals to tear up the floor and install industrial fans to dry the floor. I am not persuaded by the Landlord's testimony that simply "sopping up" the water was sufficient to avoid the floor rotting out from underneath.

64. I do not find that this was a result of negligent or willful damage by the Former Tenant and the Landlord has led with insufficient evidence to support his claim the Former Tenant was aware of the leaky faucet and continued to use it.
65. I note the Former Tenant made the Landlord aware of his suspicions about the faulty faucet once he became aware.
66. In addition, the property management company was engaged and started their own investigation as to where the water leak was originating from.
67. I do not find that the Former Tenant caused the water damage to the rental unit floors and was a result of maintenance that the Landlord was responsible for.
68. In my view the floor damage is directly related to the Landlord's own inaction to remediate the flooded damaged floor in August 2020 and should have been addressed at that time. Instead the Landlord has chosen to wait and attempted to shift that blame on the Former Tenant.
69. For the reasons above, this portion of the Landlord's claim and the compensation for the costs of the plumber to fix the leaky faucet is dismissed.

Counter and kitchen cabinets

70. Given my finding above that the Former Tenant was not responsible for the leaky faucet the Landlord's claim the Former Tenant damaged the counter and the kitchen cabinets as a result of willful or negligent damaged is dismissed.
71. I find the Former Tenant credible in his testimony that the kitchen cabinets were not damaged by the faucet leak and he had removed the cupboard door under the sink and left it in the rental unit.
72. The Landlord's evidence package contains a photograph of the kitchen and the cabinet door can clearly be seen on the kitchen counter and I do not find the Landlord credible in his testimony that the cupboard door was missing requiring all the cupboards to be replaced.
73. For all the reasons above the Landlord's claim the Former Tenant caused undue damage to the rental unit kitchen counter and cupboards is dismissed.

Electrical outlets

74. Regarding the electrical outlets, the Landlord led with insufficient evidence to support the claim that the Former Tenant had damaged some of the electrical outlets, rendering them not functional.

75. The Landlord submitted electrical invoices to support the claim the Former Tenant caused damage to the rental unit electrical outlets.
76. The Landlord submitted photographs of the condition of the kitchen after the Landlord performed the repairs.
77. I note that the kitchen layout has been changed regarding the position of the appliances requiring electrical outlets to be moved.
78. This is supported by the invoices #104 and #107 submitted by the Landlord where the description reads, "Relocating plug in kitchen."
79. The other invoice #108 contains work done to the rental unit that was not claimed in the application, like 3 GFCI receptacles, replacement of all the electrical outlets and 11 "switches".
80. The Landlord led with insufficient evidence to support his claim the Former Tenant caused the extent of the damages to the electrical outlets the Landlord claims and the electricians report is silent on any damage.
81. The Landlord led with insufficient evidence that the counter required replacement as a result of the leaking faucet. The Landlord's evidence does not support the extent of the damage he claims was caused by the leak.

Removal of large debris and lock change

82. Although I am satisfied the Former Tenant left large debris in the rental unit that required the Landlord to dispose of the Landlord led with insufficient evidence to support the claim for the reasonable costs he incurred.
83. Many of the Landlord's invoices are vague in description and provide bulk pricing which makes it difficult to conclude what costs the Landlord actually incurred.
84. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord did not prove the reasonable costs that the Landlord incurred or will incur as a result of the debris removal and changing of the locks.
85. Therefore, this portion of the Landlord's application is dismissed.
86. The Landlord claims he incurred reasonable costs of \$27,469.47 to repair the damage and or replace property that was damaged and cannot reasonably be repaired.
87. The Landlord did not prove 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.

Legal fees

88. The Board's Interpretation Guideline 3 on Costs says a Member has the discretion to require a party to pay, as costs, representation or preparation expenses where the conduct of that party was unreasonable.
89. I do not find it is appropriate in this case and I decline to order costs.
90. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
91. There is no last month's rent deposit.
92. 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 \$700.00, which represents the reasonable costs the Landlord incurred as a result of the Former Tenant's willful or negligent damage to the rental unit walls.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$886.00*. See Schedule 1 for the calculation of the amount owing.
4. 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

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:

Damage Costs	\$700.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$886.00