



Order under Section 89 Residential Tenancies Act, 2006

Citation: Dhaliwal v Sharda, 2026 ONLTB 31894

Date: 2026-04-23

File Number: LTB-L-065378-23

In the matter of: 255 FLEMING DR
London ON N5V4Y8

Between: Manpreet Dhaliwal Landlord

And

Nikunj Bhavanshankar Sharda Former Tenants
Honey Hitendrakumar Shah

Manpreet Dhaliwal (the 'Landlord') applied for an order requiring Nikunj Bhavanshankar Sharda and Honey Hitendrakumar Shah (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on April 16, 2026. The Landlord, the Landlord's spouse, D. Dhaliwal, the Tenant's Legal Representative, M. Cameron, and the Former Tenant, Nikunj Bhavanshankar Sharda, attended the hearing. The Tenants' witnesses, T. Mobberley (TM), and S. Stuart (SS), also attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Former Tenants vacated the rental unit on September 30, 2022.
3. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
4. The rental unit is a three-bedroom bungalow with a basement unit comprising of three bedrooms.
5. The Landlord testified that the Tenant caused wilful or negligent damage to the carpet, laminate flooring, walls, bathroom vanity, kitchen, and the electric panel. The Landlord provided pictures showing damage to the walls, and the kitchen, which had broken drawers

and doors, with grease-like stains all over the cabinet doors. The Landlord presented invoices seeking the cost to repair or replace the damage caused to the rental unit. No evidence was provided to substantiate the claims about the damaged carpet, floor, bathroom vanity, or electrical panel.

6. The Former Tenants denied causing any damage to the unit and presented a video which they allegedly made between September 22, 2022, and early October 2022. The short video is of the kitchen, living room, hallway, a bedroom, and a bathroom, and directly contradicts the Landlord's assertions.
7. The Former Tenants' witness, SS, testified that he visited the rental unit to investigate the Tenants' complaint about the electricity. He went into the basement unit through a side door but glanced at the kitchen, located on the main floor, and did not observe any damage to the kitchen cabinets.
8. TM, the Former Tenants previous legal representative, testified that he attended the residential complex with SS and that he also glanced in the direction of the kitchen. Had he observed the damage claimed by the Landlord, he would have questioned the Tenants about it.
9. The Landlord argued that a door separates the main area from the basement, and that prevents the kitchen from being seen when entering through the side door. However, if the separating door is left open, the kitchen becomes visible as one proceeds down to the basement.
10. The Landlord did not prove on a balance of probabilities that the Former Tenants wilfully or negligently caused undue damage to the rental unit or residential complex. Although the Landlord claimed that the Former Tenants' video was recorded in April 2022, around the time the Former Tenants moved into the rental unit, the Landlord did not provide any objective evidence to support the claim. The video depicts the kitchen, walls, flooring, and bathroom vanity to be in good condition.

It is ordered that:

1. The Landlord's application is dismissed.

April 23, 2026
Date Issued

Jitewa Edu
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.