



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-040741-25

In the matter of: 22, 2001 BONNYMEDE DR
MISSISSAUGA ON L5J4H8

Between: Abhishek Shandilya Landlord
Sakshi Nehru

And

Vinishaa Reddy Kuntalo Former Tenant

Abhishek Shandilya and Sakshi Nehru (the 'Landlord') applied for an order requiring Vinishaa Reddy Kuntalo (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 26, 2026.

Both Landlord's and all three Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of 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 at least 30 days before the hearing and 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. The Former Tenant vacated the rental unit on April 4, 2025.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. The Landlord filed the application on May 19, 2025 and sold the rental unit sometime in August 2025.

Compensation damage

1. The Landlord claims 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.
2. The Landlord claims the Former Tenant caused damage to the rental unit as follows:
 - 1) Staircase carpet damage;
 - 2) Bedroom carpet damage due to stains;
 - 3) Damage to kitchen countertop due to stains and water damage;
 - 4) Painting the rental unit due to grease from cooking emanating from kitchen;
 - 5) Damage to fridge, dents and stained beyond repair;
 - 6) Damage to the bathroom faucet;
 - 7) Master bedroom window shattered;
 - 8) Master bedroom closet door channels damaged;
 - 9) Damage to kitchen exhaust due to grease and not being cleaned;
 - 10) Replace toilet seats in upstairs bathrooms;
 - 11) Both upstairs bathrooms in state of on cleanliness;
 - 12) eneral uncleanliness living room floor;
 - 13) Damage to the wooden slab support for the washing machine, washing machine clogged and dirty;
 - 14) Damage to dryer exhaust fan;
 - 15) Blinds fixtures and walls covered with dirt;
 - 16) Removal of personal items left behind by the tenant including clothing trash and general debris;
 - 17) Excessive cigarette butts left behind by smoking in the patio;
 - 18) Unauthorized occupancy;
 - 19) Overall general uncleanliness of the rental unit, no cleaning performed before move out.
3. The Landlord claims they incurred reasonable costs of \$5,008.89 to repair the damage and / or replace property that was damaged and cannot reasonably be repaired. The Landlord submitted the following claim for costs to replace or repair the damage:
 - Paint Walls Doors Ceiling : \$1550.00;
 - Staircase Carpet: \$960.50;

- Rooms Carpet: \$700.00;
- Countertop Material Installation : \$1200.00;
- Handyman: \$190.00;
- Professional Cleaning: \$224.87;
- Canadian Tire Ant Spray : \$11.29;
- Home Depot Repl Grill Teflon Tape Toilet Seat Covers : \$85.70;
- Home Depot P Trap Pipe Faucet : \$141.34; and
- Amazon Powder Room Faucet : \$45.19.

Landlord evidence

4. The Landlord submitted evidence to the Board consisting of a photo package (DOC-5639473) and documentary evidence (DOC-5639478) consisting of emails and invoices for work completed.
5. The various photos show the rental unit in a state of uncleanliness. Carpets in the main bedroom appear dirty.
6. The Landlord stated the carpet company told the Landlord they were not salvageable by cleaning and required replacement.
7. The countertop is swollen due to water not being wiped up and the counter drawer does not appear to close.
8. The kitchen walls and ceiling are covered in grease from a lack of cleaning.
9. The fridge is dented, missing parts and generally covered in old food stains.

Former Tenant evidence

10. The Former Tenants submitted evidence to the Board to dispute the Landlord's claim for damage (DOC-7635209).
11. The Former Tenant Prathap Reddy Kamujula spoke on behalf of the other two Former Tenants.
12. Prathap declined to cross examine the Landlord on his evidence.
13. The position of the Former Tenants is they hired a cleaner to clean the rental unit before vacating.

14. Prathap stated the damage to the carpets the Landlord claims is wear and tear and the Former Tenants submitted a photo of the stair carpet the Landlord claims was damage showing there is no damage to the area.

Analysis

15. 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.
16. 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 the Former Tenants caused undue damage to the rental unit and the Landlord has proved some of the reasonable costs he incurred.
17. Section 16 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

Items dismissed

18. The following items are dismissed. The Landlord did not prove the allegations or the reasonable costs he incurred.
- Paint Walls Doors Ceiling : \$1550.00;
 - Staircase Carpet: \$960.50;
 - Rooms Carpet: \$700.00;
19. The Landlord led with insufficient evidence of the cost he incurred to paint the walls, ceiling and doors he claims were damaged by the Former Tenant.
20. Normally on an application like this I would expect to see invoices paid, bank statements or credit card invoices supporting the Landlord's claim for the costs.

21. I am not satisfied the Landlord attempted to minimize his losses under section 16 of the Act. The Landlord did not attempt to rent a steam cleaner and took the word of the carpet installer that the carpets could not be cleaned.
22. The Landlord failed to produce the carpet installer as a witness for the Former Tenant to cross examine.
23. In the absence of such attempts to clean the carpet I find the Landlord has not met his obligation under section 16.
24. Based on the Former Tenant's evidence of the staircase carpet I see not damage to the areas the Landlord claims also had to be replaced.
25. For all the reasons above I find these items in the Landlord's claim are dismissed.

Items granted

26. The Landlord has proved the allegation the Former Tenant caused undue damage to the following items:
 - Countertop Material Installation : \$1200.00;
 - Handyman: \$190.00;
 - Professional Cleaning: \$224.87;
 - Canadian Tire Ant Spray : \$11.29;
 - Home Depot Repl Grill Teflon Tape Toilet Seat Covers : \$85.70;
 - Home Depot P Trap Pipe Faucet : \$141.34; and
 - Amazon Powder Room Faucet : \$45.19.
27. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegation the Former Tenant willfully or negligently caused undue damage to the items above.
28. I am persuaded by the Landlord's photo evidence regarding the damaged items and the state of uncleanliness in the rental unit.
29. I do not find Prathap credible in his testimony that the Former Tenants hired cleaners as the rental unit is beyond "broom swept" dirty.
30. I am satisfied the Landlord has proven the reasonable costs that the Landlord incurred or will incur as a result of the damage based on the evidence submissions from his invoices.

31. Therefore, the items indicated above are granted and the total the Former Tenants owe the Landlord is \$1,898.39.
12. There is no last month's rent deposit.
13. 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 \$1,898.39, which represents the reasonable costs the Landlord incurred as a result of the damage.
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 \$2,084.39*. 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 15, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 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	\$1,898.39
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,084.39