



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

File Number: LTB-L-078165-24

In the matter of: 286 Etheridge Ave
Milton ON L9T7K6

Between: CHUNYAN LI Landlord

And

Sobia Mubashir Former Tenant
Syed Ali Mubashir

CHUNYAN LI (the 'Landlord') applied for an order requiring Sobia Mubashir and Syed Ali Mubashir (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

CHUNYAN LI (the 'Landlord') applied for an order requiring Sobia Mubashir and Syed Ali Mubashir (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.

CHUNYAN LI (the 'Landlord') applied for an order requiring Sobia Mubashir and Syed Ali Mubashir (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 December 22, 2025.

The Landlord and the Tenant, SM, attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, an order shall issue requiring the Former Tenant Sobia Mubashir to pay the Landlord \$2,465.70 on or before May 17, 2026.

Service of the L10 and Notice of Hearing

2. At the hearing, the Landlord testified that the L10 application and notice of hearing were served to the Former Tenant via email and text message on November 12, 2025. While the certificate of service was not filed in accordance with the Act, the Former Tenant confirmed receipt of these documents.
3. I permitted the Landlord to file the certificate of service by end of day December 23, 2025 which I confirm receipt of.
4. Given the evidence before me, I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

Termination of the Tenancy

5. It is uncontested that the Former Tenant vacated the rental unit on August 19, 2024.
6. The Landlord confirms serving the Former Tenant with a N4 notice of termination; this notice of termination had a termination date of August 15, 2024. The Landlord testified that the Former Tenant sought a four-day extension which was granted and the Former Tenant complied by moving out on the date they promised.
7. The L10 application was filed on September 25, 2024. I find the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The Landlord submits the Former Tenant was in arrears of rent for the period August 1-19, 2024.
9. Based on the rent, the daily rent/compensation is \$146.30. This amount is calculated as follows: \$4,450.00 x 12 months , divided by 365 days.
10. The rent arrears and daily compensation owing to are \$2,779.70.
11. The Former Tenant has not made any payments since the application was filed.
12. The tenancy ended on as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy on August 19, 2024. Therefore, the Former Tenant's obligation to pay rent ended on that date.
13. The Landlord confirms they are no longer holding a last month rent deposit as this was applied towards the rent for July 2024.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Former Tenant does not dispute the claim for arrears and compensation and submits that \$500.00 is owed to her as the last month rent deposit was \$4,950.00 which was what the rent was at the start of the tenancy but the parties agreed to reduce it to \$4,450.00. The reduction from her deposit was never paid to her. The Former Tenant seeks that this amount be deducted from the arrears.

16. The Former Tenant testified that the Tenant, SAM, filed a consumer proposal in January 2025 due to a loss of their employment and business income. A copy of the first page of the proposal (FORM 79) was submitted into evidence in support of this assertion.
17. The Former Tenant submits the Landlord owes them \$500.00 for a microwave issue – however, the Former Tenant did not file her claims in advance of the hearing pursuant to section 82 of the Act giving the Landlord no notice of this issue and so this claim cannot be considered in this application.
18. Based on the evidence before the Board, I find the arrears owed total \$2,779.70. The Landlord did not dispute the Former Tenant's assertion that \$500.00 was owed to her from the over payment of the deposit- therefore this amount is applied towards the arrears leaving a balance of \$2,279.70.
19. In the face of a joint tenancy whereby one tenant has filed a consumer proposal, the question before the Board is whether this amount can be ordered against the second joint tenant.
20. I find the Board can.
21. In *1720658 Ontario Inc. v Williams*, 2025 ONLTB 89350, VC Shea finds at paragraph 8 that “.. the BIA does not prevent a landlord from recovering rent or other amounts owed jointly by a bankrupt tenant and a non-bankrupt tenant from the non-bankrupt tenant [See BIA, s. 179] and the LTB can make an ‘arrears only’ order against a non-bankrupt joint tenant. (See *Monterozza v. Matthews*, 2025 ONSC 203). There is no practical difference between the situation where one joint tenant has become bankrupt and where one joint tenant has filed a consumer proposal.”
22. I agree with this reasoning and find that to find otherwise would constitute an unjust outcome which could not be aligned with the intention or the spirit of either Acts.
23. So I find I am able to award the arrears to the Landlord against the non-bankrupt Former Tenant.

Compensation for unpaid utility costs

14. It is uncontested that under the tenancy agreement, utilities were the Former Tenant's responsibility. The Landlord testified that since the water utility bill could not be transferred to the Former Tenant's name, the Former Tenant would reimburse the Landlord.
15. The Landlord submits the water utility bills remain outstanding for a total of \$791.42 and they seek reimbursement from the Former Tenant for this amount.
16. The Former Tenant submits they are unaware of any outstanding utility bills for this property and submit the claim should be stayed due to the account holder's filing of the consumer proposal.
17. Even before delving into the Former Tenant's stance that the utilities are stayed by virtue of the consumer proposal, the problem with the Landlord's evidence is that they have failed to provide documentary evidence to corroborate the amount owed, and for what period.

18. So I find that the Landlord has failed to establish that the Former Tenant failed to pay the water costs that they were required to pay under the terms of the tenancy agreement and this claim must be dismissed.

Compensation for damage

18. The Landlord also sought \$1,000.00 for damage to the wall and ceiling of the rental unit pursuant to section 89 of the Act.
19. The Landlord testified that the kitchen ceiling damage was from a bathtub leak on the upper level and that the damage to the wall was due to nails put on by the Former Tenant. The Landlord submits they estimate the repairs to cost \$1,000.00 based on a verbal quote from their contractor.
20. I note that while a photo of the holes in the wall was submitted, no other evidence was submitted to support the Landlord's claim. I also note that the photo of the holes in the wall does not appear to represent damage that is beyond normal wear and tear.
21. In the absence of anything more, I find the Landlord has failed to establish 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 and this claim must also be dismissed.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The claim against the Former Tenant Syed Ali Mubashir is stayed by virtue of the BIA. The stay can be lifted when the stay arising under the BIA ceases to apply or the Landlord obtains an order under the BIA allowing this application to proceed
2. The Former Tenant, Sobia Mubashir, shall pay to the Landlord \$2,279.70, which represents rent and compensation owing up to August 19, 2024, less the over payment of the last month rent deposit of \$500.00.
3. The Former Tenant Sobia Mubashir shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant Sobia Mubashir owes the Landlord is \$2,465.70.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Sonia Anwar-Ali
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.