



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

File Number: LTB-L-043270-25

In the matter of: 30 EARL GREY CRES
BRAMPTON ON L7A2L1

Between: GAUTAM DINKAR SATHE Landlord
ARATIDEVI GAUTAM SATHE

And

Jagmeet Singh Former Tenant
Manipal Singh Maan
Karanpreet Singh
Navpreet Singh Sidhu
Gurdeep Singh

GAUTAM DINKAR SATHE and ARATIDEVI GAUTAM SATHE (the 'Landlord') applied for an order requiring Jagmeet Singh, Manipal Singh Maan, Karanpreet Singh, Navpreet Singh Sidhu and Gurdeep Singh (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

GAUTAM DINKAR SATHE and ARATIDEVI GAUTAM SATHE (the 'Landlord') applied for an order requiring Jagmeet Singh, Manipal Singh Maan, Karanpreet Singh, Navpreet Singh Sidhu and Gurdeep Singh (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 30, 2026.

The Landlord and the Former Tenant's Manipal Singh Maan and Karanpreet Singh and Gurdeep Singh attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the former Tenant shall pay to the Landlord \$860.82.
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 in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing 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.
4. The L10 was served on May 29, 2025 and the Notice of hearing was served on February 10, 2026 documents were served on by email. I am satisfied that the email came to the Former Tenant's attention.
5. The Former Tenant vacated the rental unit on February 28, 2025.
6. 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 lawful rent was \$4,000.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
10. The tenancy ended on February 28, 2025 as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. At the hearing the Landlord sought arrears to March 8, 2025, on the basis that while the Tenant's had vacated on February 28, 2025, they had left some furniture and other debris behind which was not removed until March 8, 2025. Given that the tenancy ended on February 28, 2025 I am not satisfied that the Tenant's have left belongings behind entitles the Landlord to claim arrears to March 8, 2025, however, I have considered the impact of the belongings left within the rental unit in the damages portion of this Application.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord also sought \$573.01 for unpaid utilities. The lease agreement between the parties indicates that the Tenant is responsible for electricity, water, sewerage, gas air conditioning and hot water heater rental charges, and shall pay a lump sum of \$250.00 monthly towards these charges with a consolidation performed with the actual charges every six months or upon termination of the tenancy.
14. Section 2(1) of the Act states: "utilities" means heat, electricity and water.
15. The Landlord indicated that the Tenant's were charged a total of:

- \$707.68 for AC and Hot Water Heater rental
- \$713.33 for gas
- \$831.11 for electricity
- \$540.89 for water

16. The Landlord also indicated that the Tenant's had paid a total of \$2220.00 towards these charges leaving \$573.01 outstanding. I note that \$707.68 of these charges are for AC and Hot Water Rental charges which are not defined as utilities under the Act and cannot be claimed by the Landlord as compensation for unpaid utilities. As this amount exceeds the amount outstanding for the unpaid utilities (gas, electricity, and water) I am satisfied that the Tenant's do not owe the Landlord compensation for unpaid utilities.

Compensation for damage

15. 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.

16. The Landlord incurred reasonable costs of \$1,360.00 to repair the damage

17. At the hearing the Landlord sought the following damages:

- Wall patching: \$500
- Bidet removal: \$150
- Full charges for furniture and junk removal including \$360 for tire disposal of 18 tires: \$2290.51
- Garage door damage: \$93.13
- Kitchen cabinets damage: \$800

18. The Landlord testified that the front door entrance door was slammed into the wall which created a hole in the wall. The Landlord relied on a photograph of the damage taken on or about March 7, 2025. He testified that the hole was caused by the Tenant's opening the door causing the doorknob to impact the wall.

19. The Landlord testified that he had a company attend and provide painting and patchwork within the rental unit and they quoted \$500.00 to repair the hole in the wall. The Landlord relied on an invoice from Silver Stone Painting Inc dated March 8, 2025. He testified that the work occurred between March 8 to March 10, 2025, and that he paid the invoice.

20. The Landlord also sought \$150.00 for bidet removal. He testified that the Tenant's installed a bidet without his permission and asked the Tenant's to remove it when they vacated. The Tenants indicated that they would but did not do so. The Landlord relied on an invoice from Reliance Plumbing repair which does not contain any charges and testified that he had a Plumbing protection Plan and was therefore not charged for the bidet removal which was covered by his plumbing protection plan.

21. The Landlord also claimed \$2290.51 for junk removal. he testified that the Tenant's left furniture and other junk behind, he relied on pyrographs depicting a dresser with a mirror, a sofa sitting in the snow at the side of the unit, an entertainment centre, two sofa's and

one of which he testified had to be broken into two pieces before it could be removed. He testified that the Tenant's also left tires and garbage behind in the garage. The Tenant also left several chairs and a table and bottles behind in the backyard.

22. The Landlord testified that he and his family assisted with some of the small clean up, but he also had to hire contractors to come and haul away garbage and furniture. The Landlord testified that he received a quote of \$2290.51 for junk removal from Just Junk. He testified that he did not hire them and instead hired another contractor who he paid \$860.00 cash to remove all the furniture and debris from the rental unit. He testified that he did not receive a receipt that he paid cash. He could not recall who he hired for this service.
23. The Landlord testified that the garage door was functional when the Tenant's first moved in, but after the Tenant vacated, he discovered that the garage door was not working and the keypad and opener were nonfunctional, so he purchased a new garage door keypad at a cost of \$93.13 and repaired the garage door himself. The Landlord relied on a Home Depot receipt dated March 12, 2025.
24. The Landlord also testified that the Tenant's damaged the kitchen cabinets and relied on three photographs depicting the condition of the cabinets, he testified that he had to get the cabinets refinished at a cost of \$800.00. He testified that he paid cash to a handyman for this repair.
25. The Tenant Karanpreet Singh testified that they left some furniture behind when they vacated, he testified that the entertainment centre and one sofa were already in the home when they took possession. He testified that they left one large sofa, some tires, and some stuff on the top shelf of the garage behind when they vacated. He testified that the Landlord had asked them to remove these items, and they offered the Landlord \$500.00 to clean the unit.
26. He attributed the damage to the wall to normal wear and tear and indicated that fixing a small patch should not cost \$500.00 he testified that he had already spoken to the Landlord about adding a door stopper because the door slammed very hard.
27. He testified that the Tenant's were prepared to \$500.00 towards removal of the junk and items left behind in the rental unit as they had agreed to this by the Landlord. He testified that the Tenant Manipal had given the keys to the realtor who indicate that everything was good, and the Tenant's did not owe anything.
28. He also testified that the batteries in the garage door open had merely died and that this had happened two or three times during the tenancy. He testified that this would happen during the winter months.
29. The Tenant testified that the alleged damage to the kitchen cabinets was only normal wear and tear, and none of them were broken, he testified that they lived there for 5 years which should be taken into consideration.
30. The Tenant Manipal Singh Maan testified that he had asked the Landlord for a long time to install a doorstep.

31. The Tenant's also indicated that prior to vacating they sent the Landlord videos and pictures of the rental unit and the Landlord's realtor inspected the property and asked them to remove the sofa and indicated that everything else was fine.

Analysis

32. I am satisfied that the Landlord has demonstrated that the Tenant's damaged the rental unit by causing the doorknob to impact the wall. While I recognise that the Landlord has presented a \$500.00 invoice for this repair, this amount appears excessive. The damage caused appears to be very small, and I am prepared to accept that the Tenant's had frequently requested the Landlord provide a doorstop to prevent the door from impacting the wall, therefore I find that \$200.00 is appropriate compensation for this damage.
33. I note that the Landlord has not paid out of pocket to remove the bidet as this cost was covered by his insurance. Therefore, I decline to award the \$150.00 sought for bidet removal.
34. I accept that the Tenant's left belongings, including furniture behind. While the total amount left behind was disputed by the Tenants, I am satisfied that there were belongings left behind. While the Landlord has not provided an invoice for this removal, he clearly sought a quote from Just Junk and received a quoted cost of \$2290.51. I am prepared to accept the Landlord's testimony that he subsequently hired a contractor who he paid \$860.00 cash to remove all of the furniture and debris from the rental unit. I am satisfied that this is a reasonable amount in light of the prior quote received and I also note that in the quote the Landlord received a large portion of this was to remove the tires left behind, which were not disputed by the Tenants. Therefore the Landlord shall be awarded \$860.00 in compensation.
35. While I am prepared to accept that the garage door was not functioning when the Tenant's vacated, I am not satisfied that the Landlord has demonstrated that the he 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 garage door keypad, and am prepared to accept the Tenant's testimony that the batteries frequently died in the winter time, which would constitute regular wear and tear.
36. With respect to the kitchen cabinets, based on the photographs relied on by the Landlord I am satisfied that the damage depicted goes beyond regular wear and tear, as the paint is nearly stripped from many of the cabinet surfaces. However, I note that the Tenant's resided in the rental unit for approximately 5 years and as the damage appears to be largely cosmetic damage to the paint I am prepared to attribute a portion of it to regular wear and tear caused by normal use, which could cause the paint to wear and stripe. Therefore, I am satisfied that compensation of \$300.00 is appropriate to repair the cabinets.
37. Therefore, the Former Tenants shall pay to the Landlord \$1,360 for damages.

Rent Deposit

19. There is no last month's rent deposit. However, the Landlord indicated that they had collected a \$300.00 key deposit and the Tenant's were entitled to a \$385.18 credit from a plumbing protection plan, and therefore \$685.18 should be deducted from the final amount tenants owe

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$1360.00, 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. This amount shall be reduced by \$685.18 for the \$300.00 key deposit and \$385.18 credit from the plumbing protection plan.
4. The total amount the Former Tenant owes the Landlord is \$860.82 *. 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 12, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Reid Jackson
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	\$3,833.64
Application Filing Fee	\$186.00
Key deposit and plumbing protection plan rebate	\$685.18
Total amount owing to the Landlord	\$860.82