



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-087899-25

In the matter of: 103 SONOMA LANE
STONE CREEK ON L8E0J8

Between: Sarah Asrar
Yasir Hussain
Landlords

And

YUNUS ASLAN
EBRU UNAL
MERT ASLAN
Tenants

Sarah Asrar and Yasir Hussain (the 'Landlords') applied for an order to terminate the tenancy and evict YUNUS ASLAN, EBRU UNAL and MERT ASLAN (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

Sarah Asrar and Yasir Hussain (the 'Landlords') also applied for an order requiring YUNUS ASLAN, EBRU UNAL and MERT ASLAN (the 'Tenants') to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Sarah Asrar and Yasir Hussain (the 'Landlords') also applied for an order requiring YUNUS ASLAN, EBRU UNAL and MERT ASLAN (the 'Tenants') to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

Sarah Asrar and Yasir Hussain (the 'Landlords') also applied for an order requiring YUNUS ASLAN, EBRU UNAL and MERT ASLAN (the 'Tenants') to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct

substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 28, 2026.

Only the Landlord, Sarah Asrar and the Landlords' Legal Representative, Hasan Ali Mirza attended the hearing.

As of 12:20 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application – Non-payment of Rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on December 11, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
4. The lawful rent is \$2,950.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 11, 2025 are \$10,139.90.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,950.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$68.70 is owing to the Tenants for the period from January 6, 2025 to December 11, 2025.

L2 Application – Compensation for Out-of-Pocket Expenses

Compensation for Unpaid Utilities & Water Heater Tank Rental

1. The Landlords entered into evidence hydro bills from Alectra for the period of October 31, 2025 through to December 31, 2025, totalling \$412.95.

2. The Landlords also entered into evidence a bill from Enbridge for heat in the amount of \$42.79 for the period of December 3, 2025 through to December 16, 2025.
3. The Landlords also submitted into evidence unpaid Reliance bills for the water tank rental in the amount of \$569.72
4. The Landlords submit that the Tenants were responsible for paying 100% of the utilities for the heat, electricity, water and the water tank rental.
5. Based on the uncontested submissions of the Landlords, I find that the Tenants have failed to pay the heat and electricity costs they were required to pay under the terms of the tenancy agreement.
6. While I may have ordered the total of the utilities, as per *Beauge v. Metcap Living Management Inc*, [2012] O.J. No 1052 (Div. Ct.), it is not open to the LTB to order any remedies in excess of that claimed in an application which has not been amended. As a result, the Tenants shall be ordered to pay \$958.08 which is the amount claimed by the Landlords in this application.

Compensation for Damage

7. The Landlords application claims that the Tenants wilfully or negligently caused undue damage to:
 1. The garage door
 2. The carpet in the upper floor of the rental unit
 3. The mesh of the sliding patio door
 4. Light bulbs not replaced
 5. Electronic door lock to the main entrance of the rental unit
8. The Landlords entered into evidence a photo of the numbered keypad of the front door lock which shows that buttons were missing from the keypad. In the absence of any evidence from the Tenants as to how the damage was caused, I am prepared to draw an inference that the undue damage was a result of willful or negligent actions of the Tenants.
9. The Landlords submit that they had to incur expenses to replace light bulbs in the rental unit that had burnt out or been removed by the Tenants and photos of the light bulbs were entered into evidence by the Landlords. However, the Landlords did not testify as to how many bulbs were removed or burnt out and had to be replaced, nor did the Landlords provide any estimate or receipts for the costs to replace the bulbs. As I am unable to determine the cost the Landlords had incurred or will incur to replace the bulbs, the Landlords' request for these amounts is denied.
10. The Landlords submit that the carpet was replaced when the Tenants moved into the rental unit and had become stained in the less than one year that the Tenants resided in the rental unit. Pictures of the carpet were entered as evidence by the Landlords. However, it is difficult to ascertain whether there is any damage to the carpet based on the

photos entered as evidence, let alone undue damage. Further, while the Landlords submit that the carpet had become stained and smelled of smoke due to the Tenants smoking in the rental unit. However, there was no evidence that the Tenants had smoked in the rental unit and no evidence led that smoking was not permitted in the rental unit. I was not satisfied, based on the evidence before me, that the Landlords met the burden of proof to demonstrate that the Tenants willfully or negligently caused undue damage to the carpet. As a result, the Landlords' claim for out-of-pocket expenses to repair or replace the carpet is denied.

11. No evidence was led by the Landlords with regards to the garage door or the mesh of the sliding patio door. As a result, the Landlords' claims for out-of-pocket expenses to repair or replace these items is denied.
12. While I am satisfied based on the uncontested evidence before me, that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex willfully or negligently caused undue damage to the front door lock of the residential complex, the Landlords did not enter into evidence any invoices or estimates for the costs to repair or replace the lock. Based on my knowledge of similar locks, I anticipate that it will cost approximately \$100.00 to replace the lock. An order will issue for this amount.

Compensation for Substantial Interference

13. The Landlords submit that the Tenants have substantially interfered with the Landlords' lawful rights, privileges and interests by interfering with the re-rental of the rental unit by failing to allow the Landlords to show the rental unit to prospective Tenants and by "defaming" the Landlords or the rental unit.
14. The Landlords did not lead any evidence with regards to the alleged "defamation" or failure of the Tenants to allow showings of the rental unit as the Landlords allege.
15. The Landlords have not proven that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords.
16. Further, the Landlords have not proven that they incurred or will incur reasonable out-of-pocket expenses as a result of the Tenants' conduct. As a result, the claim for compensation for out-of-pocket expenses due to substantial interference is denied.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of December 11, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$7,307.20. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

3. The Tenants shall pay to the Landlords \$958.08, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
4. The Tenants shall pay to the Landlords \$100.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
5. The total amount the Tenants must pay the Landlords is \$8,365.28.
6. If the Tenants do not pay the Landlords the full amount owing on or before May 12, 2026, the Tenants 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

Christopher Lin
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.