



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

File Number: LTB-L-026605-25

In the matter of: 102, 33 WOOD ST
TORONTO ON M4Y2P8

Between: First Elnor Holdings Ltd Landlord

And

Ajay Kumar Nalgondala Former Tenant
Raju Sulthan

First Elnor Holdings Ltd (the 'Landlord') applied for an order requiring Ajay Kumar Nalgondala and Raju Sulthan (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 February 23, 2026.

Only the Landlord's Legal Representative, Eric Steiman, and the Landlord's Agent, Sumiyyah Zeeshan, attended the hearing.

As of 10:06 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

The Application is Amended

1. The Landlord sought to amend the application. They complied with Rule 15.1 of the LTB's Rules of Procedure by filing and serving an Amended Application on the Tenant November 11, 2025. The amendment being sought, was to increase the damages being claimed from \$35,000.00 to \$50,000.00.
2. I was satisfied that there was a reasonable basis for the amendment request due to the recent increase in the LTB's monetary jurisdiction and I found there was no prejudice to the Tenant to proceed on the Amended Application as the Tenant was given notice. Therefore, I granted the amendment.

Merits of the Application

3. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord is entitled to the damages sought on the application totalling \$50,186.00.
4. 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.
5. 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.
6. These documents were served on September 26, 2025, by email, which the parties consented to in the lease agreement.
7. The Former Tenant vacated the rental unit on February 26, 2025.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for damage

8. 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.
9. The Landlord incurred reasonable costs of \$50,000.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
10. The Landlord's Agent, Sumiyyah Zeeshan, testified that she is the building site manager for the rental property, and manages all the units within the building.
11. On February 6, 2025, around 6:00 p.m., the fire alarm went off in the building, and when she checked the fire panel to figure out what was going on, she went directly to the rental unit with other staff and at that time, and at that time it was discovered there was a fire within the rental unit.
12. The Landlord's agent submitted the incident report, which was extremely detailed outlining what occurred. The incident report includes information about the emergency response taken by the building staff, guidance given to the firefighters, coordination with the emergency crews, inspections done by various parties involved, the fire marshal's findings, estimated total financial damages, post-fire mitigation, the incident conclusion, and a description of the damage caused by the fire.
13. The Landlord's agent testified and provided documentation that the fire marshal's findings determined that one of the stove knobs had been left on, which is suspected to have

caused the fire.

14. The Landlord's Agent testified that when the Former Tenants moved into the rental unit, they had tenant's insurance, but at some point, and at that the time the fire occurred, the Former Tenants no longer had insurance, and have failed to pay the Landlord costs of repairing the property damaged by the fire. After the fire, the Former Tenants vacated and returned their keys to the Landlord.
15. The Landlord's Agent further testified that their insurance company was involved, and just recently finished the renovation of the unit, and that the renovation cost was more than half a million dollars, but their insurance did pay for it. The Landlord had to pay the insurance deductible of \$50,000.00 out of pocket due to the fire, and the Landlord's Agent provided documentation evidence to support this cost.
16. In addition, the Landlord's Agent, provided photograph evidence to support the extensive damage caused in addition to the incident report.
17. I am satisfied on a balance of probabilities that the Former Tenants, a guest or a roommate wilfully or negligently caused undue damage to the rental unit by leaving the stove on unattended, based on the uncontested evidence before me.
18. I am also satisfied that the Landlord incurred reasonable costs of \$50,000.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired

Rent Deposit

12. The Landlord collected a rent deposit of \$2,250.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
13. Interest on the rent deposit, in the amount of is owing to the Former Tenant for the period from May 21, 2024, to February 26, 2025, is \$43.26.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$50,000.00, 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. The Landlord owes \$2,293.46 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$47,892.54*. 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 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

Samantha Greaves
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	\$50,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of interest on last month's rent deposit	- \$43.46
Total amount owing to the Landlord	\$47,892.54