



AMENDED ORDER
Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-005020-23-AM

In the matter of: 2954 Islington Avenue
North York Ontario M9L2K5

Between: Centurion Holdings Inc Landlord

And

Rohan **Ajaykumar** Soni Former Tenant
Alap **Ajaykumar** Soni

AMENDED

Pursuant to a request filed by the Landlord on May 8, 2026 this order is amended as below.

The order is amended to include the middle names of the Former Tenants. The amendment is bold highlighted for ease of reference.

Centurion Holdings Inc (the 'Landlord') applied for an order requiring **Rohan Ajaykumar Soni** and **Alap Ajaykumar Soni** (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Centurion Holdings Inc (the 'Landlord') applied for an order requiring (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.

Centurion Holdings Inc (the 'Landlord') applied for an order requiring (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.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on November 13, 2024.

The Landlord and both 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. Therefore, an order will be issued for the Former Tenant to pay the Landlord \$5,927.46.
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 documents for the first hearing held on September 28, 2023 were received by the Former Tenant on September 2, 2024.
5. The Former Tenant vacated the rental unit on October 28, 2020.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Preliminary at first hearing: service requirements

7. At the September 28, 2023 hearing the Former Tenant advised the Board he was seeking an adjournment due to the service requirements not being met as the Landlord had not served the notice of hearing and the application more than 30 days.
8. I note the Former Tenant had accessed the portal and made submission of evidence to the portal on September 17, 2023.
9. The Board's Rule 5.8 on service for an L10 application requires the Landlord to serve the documents more than 30 days in advance of the hearing.
10. I note that this rule is subject to a member's discretion.
11. After taking further submissions from the Former Tenant, I used my discretion in relation to the Board's Rule 21.8(e) that states:

A CMH or hearing may be adjourned at the discretion of a Hearing Officer or Member where satisfied that an adjournment is required to permit an adequate hearing to be held. Relevant factors the LTB may consider in deciding the request include:

- e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

12. The Former Tenant testified he was made aware of the hearing 8 days prior to the hearing. In my view this is sufficient time for the Former Tenant to make his own submissions, as he did not seek legal representation.
13. In making my decision to proceed with the hearing I offered the Former Tenant an opportunity to review the evidence and application again while I took another file.
14. The Former Tenant advised me he was willing to proceed and did not require further time to review evidence given he had already made his own submissions of evidence.
15. I was satisfied the Former Tenant was provided with enough time to prepare for the hearing and had made his own response evidence.
16. The September 28, 2023 hearing proceeded.
17. At the November 13, 2024 hearing both the Landlord and both Former Tenants were in attendance.
18. I instructed the parties we would be proceeding with the evidence already submitted and the hearing resumed from the point it stopped on September 28, 2023.

Landlord's L10 application amended

19. At the hearing I questioned the Landlord on the damage claim amounts as the calculations did not add up to her claim in the application.
20. Upon review of the Landlord's claims, it was discovered the amount claimed in the application was higher than the calculated amount based on the Landlord's submissions.
21. The Landlord requested I amend the application to change the damage claim from \$4,621.29 to \$3,907.63.
22. The Former Tenant did not dispute the amendment.
23. The Board's Rule 15.4 on Amending applications allows a member to amend the application the day of the hearing if satisfied the amendment is appropriate and would not prejudice either party and is fair and expeditious.
24. Given the amendment favours the Former Tenant I granted the Landlord the request to amend the application the day of the hearing and amount of \$3,907.63 is reflected in this order.
25. The Landlord submitted photo and documentary evidence to the Board to support her claims in the application.
26. The Former Tenant submitted documentary evidence to the Board to support his position in dispute of the Landlord's claims in the application.

Rent and daily compensation owing

27. The Landlord claims the Former Tenant owes arrears of rent in the amount of \$4,350.00.
28. The Former Tenant has not made any payments since the application was filed.
29. The Former Tenant is no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy.
30. The Landlord testified that the Former Tenant had entered into a tenancy agreement signed on May 24, 2021 with the Landlord for a fixed term for one year commencing on July 1, 2021 and ending on June 30, 2022.
31. The position of the Landlord is the Former Tenant emailed her on October 28, 2021 with an N9 form attached indicating the Former Tenant was terminating the tenancy on October 31, 2021.
32. The Landlord testified that once informed the Former Tenant was vacating the Landlord began to advertise to find a new tenant.
33. The Landlord testified that the Former Tenant had informed her he had vacated the rental unit and left his copies of the keys with the downstairs tenant.
34. Upon taking possession of the rental unit the Landlord discovered the Former Tenant had caused undue damage to the rental unit.
35. Sometime around the beginning of November 2021 the Landlord entered the rental unit and discovered the Former Tenant had been accessing the rental unit.
36. The Landlord changed the locks in an effort to secure her assets and minimize her risk of any further damage being caused by the Former Tenant to the rental unit.
37. The Landlord testified that once the repairs were complete, she was able to secure a new tenant and the tenancy commenced on February 1, 2022.
38. The Landlord is seeking arrears of rent for the months of November 2021, December 2021 and January 2021 up to the commencement of the new tenancy.
39. The position of the Former Tenant is he gave the Landlord proper notice in an email he sent her September 10, 2021 advising the Landlord he had purchased a house. The Former Tenant advised the Landlord October 2021 will be the Former Tenant's last month of the tenancy.
40. The Former Tenant submits his email on September 10, 2021 is his proper notice to vacate.
41. The Former Tenant then emailed a copy of an N9 notice to the Landlord on October 28, 2021 with a termination date of October 31, 2021.
42. The Former Tenant submitted he left his copies of the keys with the downstairs tenants and vacated the rental unit as per the N9 notice.

43. The Former Tenant submits the Landlord started showing the rental unit to potential new tenants after his September 10, 2021 email and therefore the Former Tenant is not responsible for rent after October 31, 2021.
44. The Former Tenant also submits the Landlord changed the locks sometime in early November 2021 preventing him from accessing the rental unit and he should not be responsible for rent.

The Act and analysis

45. Section 88 of the Act states:

Arrears of rent when tenant abandons or vacates without notice

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

46. Section 16 of 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.

47. With the evidence and submissions before me and on a balance of probabilities I find the Former Tenant did not terminate the tenancy in accordance with the Act or on an agreement by the Landlord.
48. The Landlord submitted copies of an email chain between her and the Former Tenant. Although there is discussion regarding the vacate date and a potential assignee, the Landlord informs the Former Tenant on October 22, 2021 that she has not yet received an N9 notice.
49. The Former Tenant then emails a copy on October 28, 2021 with a termination date of October 31, 2021.
50. In my view the Landlord has not accepted the Former Tenant's N9 notice and there does not appear to be an agreement to terminate the tenancy.

51. Although the Landlord indicates she is willing to accept an assignment and indicates she needs to show the rental unit, there is nothing to indicate the Landlord is accepting a termination of the tenancy.
52. With respect to the Former Tenant's claim the Landlord changed the locks and prevented him from accessing the rental, in my view the Landlord was taking action to protect her assets and minimize her losses in accordance with section 16 of the Act.
53. Given the Landlord's claim in this application for damage and the Landlord's testimony that the Former Tenant continued to return to the rental unit I find it reasonable the Landlord would want to keep the Former Tenant out of the rental unit and prevent any further damage to the rental unit.
54. I find the Landlord credible in her testimony that she was attempting to re-rent the rental unit and did so at the earliest available opportunity once the rental unit was repaired and she found another tenant for February 1, 2022.
55. Given the above I find the Landlord has proved the allegations for arrears of rent owing by the Former Tenant for the months of November 2021, December 2021 and January 2022 and therefore the Former Tenant owes the Landlord \$4,350.00.

NSF cheques

56. The Landlord claims the Former Tenant issued 3 cheques that were returned NSF.
57. The Landlord claims \$60.00 to reimburse the Landlord for administration charges and \$27.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Former Tenant which returned NSF.
58. The Landlord submitted copies of the cheques into evidence to support her claim. The Landlord submitted two copies of cheques as evidence for the months of December and January.
59. The Landlord testified the Former Tenant put a stop payment on the November 2021 cheque after he vacated the rental unit without proper notice.
60. With the evidence and submissions before me and on a balance of probabilities I find the Landlord credible in her evidence submissions and her testimony with regards to the NSF cheques tendered by the Former Tenant.
61. Therefore, the Former Tenant owes the Landlord \$60.00.

Compensation for utilities

62. The Landlord claims the Former Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.

63. The Landlord claims she incurred reasonable out-of-pocket expenses of \$519.05 as a result of the Former Tenant's failure to pay the water bill.
64. The Landlord submitted copies of the water bills into evidence to support her claim.
65. The position of the Former Tenant is he does not owe the Landlord in the amount she is claiming.
66. The Former Tenant points out that the water bills issued by the City of Toronto contain two charges, one for water / sewer services and the other for solid waste management services.
67. The Former Tenant testified that he had been paying the Landlord the total of both services for the duration of the tenancy and therefore any amount of unpaid water has been paid by past overpayments.
68. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support her claim for the reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay the water bill.
69. While I don't accept the Former Tenant's defense that he has overpaid in the past and therefore should not owe the Landlord the amount claimed in the application, the Landlord has the burden to prove the amount owed.
70. In my view the Landlord's own evidence shows she is seeking payment on the solid waste management portion of the bill, and although the bill comes as one statement it clearly separates the two services.
71. I find the Landlord's evidence shows she is seeking more than just the water bill the Former Tenant was responsible for as indicated in the tenancy agreement.
72. With the evidence and submissions before me and on a balance of probabilities and given the Landlord's own evidence I find the Landlord did not prove the reasonable out-of-pocket expenses as the amount in the application is incorrect.
73. Therefore, this portion of the Landlord's claim is dismissed.

Compensation for damage

74. 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.
75. The Landlord claims she incurred reasonable costs of \$3,907.63. to repair the damage replace property that was damaged and cannot reasonably be repaired.
76. The Landlord submits the Former Tenant caused undue damage as follows:
 - \$405.54 advertising costs to find new tenants;

- \$132.14 damage to blinds;
- \$135.60 damage to window screens;
- \$1721.25 damage to vanity and surrounding backsplash;
- \$503.49 damage to bathtub;
- \$796.63 dirty stove requiring replacement;
- \$56.99 missing fire extinguisher;
- \$79.16 cleaning supplies; and
- 76.83 new rental unit locks.

77. The position of the Former Tenant is the damage items the Landlord claims in the application is wear and tear and are not a result of undue damage.

Damage items granted

78. The Landlord proved the allegations in the application for damage as follows:

- \$132.14 damage to blinds;
- \$135.60 damage to window screens;
- \$1721.25 damage to vanity and surrounding backsplash;
- \$503.49 damage to bathtub;
- \$56.99 missing fire extinguisher;
- \$79.16 cleaning supplies; and
- 76.83 new rental unit locks.

79. On a balance of probabilities means the applicant in this case the Landlord must show that her 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.

80. With the evidence and submissions before me and on a balance of probabilities I find the Landlord's photo evidence and her testimony support her claim for the damage claims in the application as noted above.

81. While I acknowledge there is a small amount of cleaning and minor repairs required by a landlord to perform between tenants as a result of wear and tear, in my view the damage goes beyond wear and tear.
82. I am satisfied with the Landlord's evidence of the damaged items and I find the Landlord has proved the reasonable costs that the Landlord incurred or will incur as a result of the damage with the receipts she has submitted as evidence.
83. Regarding the missing fire extinguisher, I find the Landlord credible in her testimony and in my view, it is more likely than not, that the Landlord provided one at the beginning of the tenancy and the Former Tenant is responsible for its disappearance.
84. Given the above this portion of the Landlord's application is granted the Former Tenant owes the Landlord \$2,705.46.

Damage items dismissed

85. With the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations in the application for damage:
- \$405.54 advertising costs to find new tenants;
 - \$796.63 dirty stove requiring replacement;
86. The Landlord claims advertising costs for the rental unit as "damage". I do not find that this meets the definition of damage in section 89 of the Act since there is nothing in this particular claim to "repair or replace".
87. Regarding the stove, I find the Landlord has not proved the allegations for the claim for the replacement cost of the stove.
88. The Landlord's evidence photos do show the stove in a very dirty state however the Landlord has led with insufficient evidence to support that it was beyond her ability to clean it.
89. Based on my knowledge of similar like cases, I do not find the stove to be in such a state of disrepair, or cleanliness that in my opinion was beyond repair.
90. The Landlord testified that cleaning of the stove was "difficult" and in my view it appears the Landlord felt it easier to buy a new one than explore other options to have it cleaned and has failed to prove she attempted to minimize her losses.
91. Given the above these items in the Landlord's application are dismissed.
24. The Landlord collected a rent deposit of \$1,389.00 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.
25. There is no interest owing on the rent deposit.

26. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
27. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
28. 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 \$4,350.00, which represents rent and compensation owing up to January 31, 2022.
2. Then Former Tenant shall also pay the Landlord \$60.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall also pay to the Landlord \$2,705.46, which represents the reasonable costs the Landlord incurred as a result of the damage.
4. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. The Landlord owes \$1,389.00 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.
6. The total amount the Former Tenant owes the Landlord is \$5,927.46*. See Schedule 1 for the calculation of the amount owing.
7. If the Former Tenant does not pay the Landlord the full amount owing on or before December 10, 2024, the Former Tenant will start to owe interest. This will be simple interest calculated from December 11, 2024 at 6.00% annually on the balance outstanding.

November 29, 2024
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

May 15, 2026
Date Amended

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:

Rent and Compensation Owing To January 31, 2022	\$4,350.00
NSF Charges	\$60.00
Damage Costs	\$2,705.46
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,389.00
Total amount owing to the Landlord	\$5,927.46