



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

File Number: LTB-L-100238-24

In the matter of: 32 DOLOBRAM TRAIL
BRAMPTON ON L7A4Y1

Between: AMARJIT SINGH BHULLAR Landlord

And

MANINDERJIT SINGH SIDHU Former Tenant
SURPREET KAUR

AMARJIT SINGH BHULLAR (the 'Landlord') applied for an order requiring MANINDERJIT SINGH SIDHU and SURPREET KAUR (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

AMARJIT SINGH BHULLAR (the 'Landlord') applied for an order requiring MANINDERJIT SINGH SIDHU and SURPREET KAUR (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.

AMARJIT SINGH BHULLAR (the 'Landlord') applied for an order requiring MANINDERJIT SINGH SIDHU and SURPREET KAUR (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 October 21, 2025.

The Landlord, the Landlord's legal representative, Samila Waslat, and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved part of the allegations contained in the application on a balance of probabilities.
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. The Landlord served the Former Tenant with the application and Notice of Hearing by email on May 23, 2025, more than 30 days before the October 21, 2025 hearing. The tenancy agreement records the parties' written agreement to receive documents by email. An amended application addressing the claims for utility costs and damages was served by email on September 25, 2025. The Former Tenant attended the hearing and addressed the amended claims on their merits.
4. The Former Tenant vacated the rental unit on November 30, 2024. The Former Tenant returned the keys to the Landlord on December 3, 2024. The application was filed on January 2, 2025, within one year of the date the Former Tenant ceased to be in possession.

Rent and daily compensation owing

5. The parties signed a fixed-term tenancy agreement on April 27, 2024 for a term running from May 1, 2024 to December 31, 2024. The lawful rent was \$3,250.00, due on the first day of each month.
6. On September 24, 2024, the Former Tenant emailed the Landlord stating an intention to vacate the rental unit on October 31, 2024. On September 25, 2024, the Landlord responded by email rejecting that notice on the basis that the fixed term ran until December 31, 2024. The Former Tenant did not subsequently provide a notice of termination that complied with sections 44 and 47 of the Act, and there was no written agreement between the parties to terminate the tenancy before December 31, 2024.
7. The Former Tenant vacated on November 30, 2024 without giving notice in accordance with the Act.
8. The Landlord claims unpaid rent and compensation for October 2024 through January 2025, totaling \$9,750.00.
9. Where a tenant vacates a rental unit after giving a notice of termination that does not comply with the Act, section 88(1)1 governs the amount of arrears owing. Arrears are owing for the period that ends on the earliest termination date that could have been specified in the notice had it been given in accordance with section 47.
10. The lease was for a fixed term ending December 31, 2024. Under section 47, a tenant of a fixed-term tenancy may terminate the tenancy at the end of the term by giving notice in accordance with section 44. The earliest termination date that could lawfully have been specified in a notice given in accordance with section 47 is December 31, 2024. Under section 88(1)1, the Former Tenant is therefore liable for rent and compensation to December 31, 2024.
11. The Former Tenant testified that, after giving the September 24, 2024 notice, they asked the Landlord to consent to an assignment of the rental unit and the Landlord refused. The Landlord did not testify on this point and the Former Tenant's evidence stands uncontradicted. I accept that an assignment request was made and refused.

12. Section 95(4)(a) of the Act provided the Former Tenant with the right to give a notice of termination under section 96 within 30 days of the refusal. Section 96(2) would have permitted a termination date as early as 30 days after the date of that notice, which is shorter than the period under section 47. The Former Tenant did not serve a section 96 notice. They vacated on November 30, 2024 without giving any further notice. Because no notice under section 96 was served, the amount owing under section 88(1)1 continues to be calculated by reference to the earliest termination date that could have been specified in a notice given in accordance with section 47, namely December 31, 2024.
13. Section 88(4) requires consideration of whether the Landlord took reasonable steps to minimize losses in accordance with section 16. The Landlord listed the rental unit for re-rental on September 28, 2024, four days after the Former Tenant's notice. The Landlord placed continuous advertisements on Facebook Marketplace and Kijiji throughout the fall of 2024 at rents ranging from \$3,199.00 to \$3,250.00, secured a prospective tenant for a January 1, 2025 start at \$3,050.00 (who later withdrew) and ultimately re-rented effective February 1, 2025 at \$2,950.00.
14. The Landlord's refusal of the Former Tenant's assignment request is relevant to the section 88(4) analysis. A landlord's refusal of a reasonable assignment request can, in some circumstances, undermine a mitigation claim. On the evidence before me, the Former Tenant did not identify a specific potential assignee, did not establish when the request was made, and did not establish that the Landlord's refusal was arbitrary or unreasonable within the meaning of section 95(5).
15. At the same time, the Landlord's prompt listing, sustained marketing across multiple platforms, willingness to reduce the asking rent below what the Former Tenant was paying, and re-rental at the earliest practical opportunity all demonstrate substantial mitigation efforts. Weighing these factors together, I find that the Landlord took reasonable steps to minimize losses within the meaning of section 88(4) read with section 16. Section 16 requires reasonable efforts, not successful ones.
16. Rent charged for October 1, 2024 to December 31, 2024 was \$9,750.00. The Former Tenant paid \$3,250.00. The Former Tenant owes \$6,500.00 in rent and compensation to December 31, 2024.
17. The Landlord's claim includes \$3,250.00 in rent for January 2025. For the reasons set out above, the Former Tenant's monetary obligation under section 88(1)1 ends on December 31, 2024, the end of the fixed term. The claim for January 2025 rent is denied.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

19. The tenancy agreement required the Former Tenant to pay 70% of utility costs for heat, electricity, and water during the tenancy.

20. The Landlord amended the application to claim \$521.98 in unpaid utility costs comprising bills from Alectra Utilities, Peel Region Water/Wastewater/Stormwater Services, and Enbridge Gas Inc.
21. Section 88.2 of the Act permits a landlord to apply for an order requiring a former tenant to pay out-of-pocket expenses incurred or to be incurred as a result of the former tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
22. Each of the utility bills in evidence covers a period beginning on or after December 1, 2024, after the Former Tenant had vacated the rental unit. The Alectra bills cover December 1, 2024 to February 1, 2025. The Peel Region Water bill covers December 2, 2024 to February 3, 2025. The Enbridge bills cover December 2, 2024 to January 31, 2025. The Landlord's calculation reflects 70% of the total bill amount for each period, with the remaining 30% recorded as the Landlord's own share.
23. The Former Tenant was not in possession of the rental unit during any of the billing periods claimed and did not consume the utilities reflected in those bills. The Landlord did not establish that the Former Tenant was required under the tenancy agreement to pay for utility consumption that occurred after they vacated, and the bills do not represent expenses incurred as a result of the Former Tenant's failure to pay utility costs during their occupancy.
24. The Landlord has not proven that the Former Tenant failed to pay utility costs they were required to pay under the terms of the tenancy agreement. The claim for compensation for unpaid utility costs is dismissed.

Compensation for damage

25. The Landlord claims \$915.64 in damages, comprising \$565.64 in materials (including HST) and \$350.00 in labour calculated at 18 hours at \$19.44 per hour. The items claimed include towel bars, toilet paper holders, curtain rods and rails, curtains, a shower curtain rod, a shower curtain, a closet door handle, door locks, hardwood floor cleaning, carpet cleaning, and kitchen cabinet cleaning.
26. Section 89 of the Act permits the Landlord to recover the reasonable out-of-pocket costs incurred or to be incurred to repair or replace property damaged wilfully or negligently by the Former Tenant, another occupant, or someone the Former Tenant permitted in the residential complex, where the damage is undue. To succeed, the Landlord must prove on a balance of probabilities both that the damage occurred during the tenancy and that it was caused wilfully or negligently by the Former Tenant or someone they permitted in the residential complex.
27. The Landlord relied on photographs taken after the Former Tenant vacated showing several fixtures missing, including towel bars, a toilet paper holder, a curtain rod, and a closet door handle. The Landlord also relied on a Condition of Rental Property Checklist dated September 25, 2024, completed mid-tenancy, the day after the Former Tenant gave

notice of intention to vacate, which records "no damage" for every category and is signed by both parties.

28. The Former Tenant's position is that the fixtures the Landlord claims were "missing" at the end of the tenancy were already damaged or missing at the time the Former Tenant moved in or within approximately eight days after move-in. The Former Tenant produced photographs in support of that position and gave evidence that the issues were pre-existing.
29. The Landlord did not produce a move-in inspection report or any photographs of the rental unit's condition at the start of the tenancy on May 1, 2024. The September 25, 2024 checklist was completed approximately five months after the Former Tenant took possession and one day after the Former Tenant gave notice of intention to vacate. While both parties signed the checklist, it cannot serve as evidence of the rental unit's condition at the start of the tenancy, and it does not foreclose the Former Tenant's evidence of pre-existing issues, which the Former Tenant says they did raise informally with the Landlord at the time.
30. As the applicant, the Landlord bears the burden of proving that the damage claimed was caused during the tenancy by the Former Tenant. Where the Former Tenant offers a more compelling account supported by photographs that the items were already in their claimed condition at or shortly after move-in, and the Landlord has no contemporaneous move-in documentation to rebut that account, the Landlord has not discharged the burden of proof.
31. I am not satisfied on a balance of probabilities that the damage claimed was caused by the Former Tenant during the tenancy, as opposed to existing at or near the start of the tenancy.
32. In addition, the Landlord's claim for \$350.00 in labour represents the Landlord's own time. Section 89 permits recovery of reasonable out-of-pocket costs that the Landlord incurred or will incur. Time spent by the Landlord personally is not an out-of-pocket expense and is not recoverable under section 89 in any event.
33. The Landlord's claim for hardwood floor cleaning, carpet cleaning, and kitchen cabinet cleaning, and the related receipts for cleaning supplies and a carpet cleaner rental, are not claims for damage within the meaning of section 89. Section 33 of the Act makes a tenant responsible for ordinary cleanliness, but cleaning costs are not, in themselves, undue damage caused wilfully or negligently. The Former Tenant gave uncontradicted evidence that they cleaned the unit before vacating. The claim for cleaning costs would have been denied on this basis in any event.
34. The Landlord's claim for damages is dismissed in its entirety.

Rent Deposit

35. The Landlord collected a rent deposit of \$3,250.00 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 Former Tenant is required to pay.
36. Interest on the rent deposit, in the amount of \$55.43 is owing to the Former Tenant for the period from April 27, 2024, to December 31, 2024.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,500.00, which represents rent and compensation owing up to December 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,305.43 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 \$3,380.57.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.