



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

Citation: Naveed v Byers, 2026 ONLTB 39348

Date: 2026-05-20

File Number: LTB-L-038102-25

In the matter of: 5 WEBB TRAIL
TOTTENHAM ON L0G1W0

Between: Khurram Usman Naveed Landlord

And

John M Byers Tenants
William Francis Crawford

Khurram Usman Naveed (the 'Landlord') applied for an order to terminate the tenancy and evict John M Byers and William Francis Crawford (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

Khurram Usman Naveed (the 'Landlord') also applied for an order requiring John M Byers and William Francis Crawford (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has 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.

This application was heard by videoconference on May 6, 2026.

The Landlord and the Tenants attended the hearing. The Tenants requested to speak to Tenant Duty Counsel prior to the start of this proceeding, however Duty Counsel was not available.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed. The Landlord testified only William Francis Crawford resided in the rental unit, as John M. Byers was on the tenancy agreement for financial reasons. The Tenants concurred with the Landlord's submission in this regard.
3. The Tenants vacated the rental unit on May 30, 2025.
4. On May 7, 2025, the Landlord gave the Tenants an N7 notice of termination, with a date of termination of May 21, 2025.
5. The Landlord testified the Tenant, William Francis Crawford (WFC) vacated on May 30, 2025, and the Tenants confirmed the same in their testimony.
6. As a result, the eviction portion sought in the Landlord's L2 application is dismissed on the basis that it is moot.
7. The Landlord testified that the Landlord was seeking reasonable compensation for damages willfully caused by the occupant and out of pocket expenses that are a result of cost the Landlord will or has incurred to repair or replace undue damage to the rental unit.
8. The Landlord submitted documentary evidence, revising the out-of-pocket expenses sought in his application from \$5,070.00 to \$ 2,644.00.
9. The Landlord testified and submitted documentary evidence that he paid \$373.00 for cleaning and trash removal, \$711.00 for handyman services for the repair a closet door, toilet set, change of lock and plumbing. Moreover, the Landlord testified provided estimates for cleaning of an area rug and sofa in the amount of \$410.00 and costs of installation of a vanity \$1,150.00.
10. The Landlord submitted evidence including photographs of the aforementioned damage and or repairs, which had no objective evidence of damage as claimed by the Landlord, in my opinion.
11. The Tenants submitted documentary evidence, specifically photographs evidencing the broom swept condition of the rental unit upon the WFC vacating the rental unit, which did not show any objective damage as alleged by the Landlord.
12. Moreover, the Tenants testified that there were plumbing issues with the lavatory and stand up shower, specifically slow draining in the shower and rocking of the lavatory, since the date he moved in and furthermore, the closet door was off the rolling track from the first week of tenancy, and the WFC just placed the door on his bed so the glass would not break.
13. Finally, the Tenants testified that any issues with the rug and sofa were just normal wear and tear. The WFC did testify he painted for art therapy due to medical issues, but there

was no paint damage in the rental unit or in the plumbing drains, as alleged by the Landlord, and further the Tenants submitted the Landlord had not met his burden of proof.

14. While I found the Landlord's testimony in relation to the damages credible, the Landlord did not provide any objective evidence to substantiate the claims of damage, nor did he show that on a balance of probabilities the Tenants caused wilful damage to the rental unit.
15. Despite referring to photographs submitted as evidence; there was no evidence of damage in these photographs other than what could be characterized as regular wear and tear.
16. While I accept that the Landlord believes that the Tenants of the rental unit, caused the alleged damages to the rental unit the evidence does not support this conclusion, nor do I believe on a balance of probabilities the requisite costs alleged to repair or replace undue damage, should be borne by the Tenants. Moreover, I prefer the Tenants evidence to that of the Landlord's as it is both plausible and credible and the application must be dismissed.
17. As a result, and pursuant to section 89(1)(a) of the Act, the Landlord has not proven that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit as it relates to the issues testified to by the Landlord.
18. I have considered all the contested evidence presented at the hearing and although I may not have referred to each piece of evidence or referenced all of the oral testimony, I have considered it when making my determinations.
19. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Landlord's L2 application is dismissed.

May 20, 2026
Date Issued

Panagiotis P. Roupas
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.