



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

File Number: LTB-L-105258-24

In the matter of: Suite 502, 50 Bruyeres Mews
Toronto ON M5V0H8

Between: Gaurav Bansal Landlord

And

Farishta Damji Former Tenant
Carissa Kwan Ting Wong

Gaurav Bansal (the 'Landlord') applied for an order requiring Farishta Damji and Carissa Kwan Ting Wong (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 May 4, 2026.

The Landlord and both the Former Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The rental unit is a one bedroom condominium unit in a multi-level residential complex.
3. The Former Tenant's vacated the rental unit on November 28, 2024 on an agreement with the Landlord to terminate the tenancy.
4. The Landlord filed the application December 24, 2024.
5. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
6. The Landlord claims he will incur reasonable costs of \$3,909.87 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
7. The damage the Landlord claims is as follows:

- Damage to the leather finishing on the dining room chairs, and bedroom headboard; and
- Damage to a custom desk; the cost of which was covered by the Landlord's insurance company but the Landlord paid a \$900.00 deductible.

Landlord evidence

8. The Landlord filed evidence with the Board DOC-4746171, DOC-4746172, DOC-4746175, DOC-4746182, DOC-4746183, DOC-4746166, DOC-4746167, DOC-4746169 and DOC-4746178. Evidence consisted of photos of the damaged property and emails from leather repair companies.
9. The position of the Landlord is the Former Tenant had cat(s) in the rental unit that scratched the leather chairs and bed headboard.
10. The Landlord submitted emails from leather repair companies responding to his inquiry for repair of the damaged items.
11. The Landlord claims the built in desk in the rental unit was a custom desk. The Former Tenant's caused damage to the desk as a result of some liquid spilled on the desk that warped the material.
12. The Landlord filed a copy of the work order for the construction of the new desk by a company called Belfor Property Restoration dated November 28, 2024 for the work completed. The invoice totals \$4,220.11 after tax.
13. The position of the Landlord is he is not claiming the full amount as the Landlord's insurance company covered all but \$900.00 of the deductible the Landlord was responsible to pay.

Former Tenant evidence

14. The Former Tenant filed evidence with the Board DOC-7074631 consisting of photos and documents.
15. The position of the Former Tenant is they did not own a cat, however they performed cat sitting for friends on a few occasions, but stopped once the Landlord raised concerns about the pets in the rental unit.
16. The Former Tenant's stated that the leather covering on the chairs and headboard were not new and had wear and tear on them when they took possession of the rental unit.
17. Regarding the desk the Former Tenant Farishta stated that she works in an industry that allowed her to make inquiries on replacing the desk top.

18. The Former Tenant's photo indicates that she had sought the services of an individual who informed her that the desktop could be replaced without the need to completely replace the desk.
19. The Former Tenant stated that she emailed the Landlord and informed him she had inquired about having the desktop replaced, however the Landlord responded and told the Former Tenant to cease with her attempts to repair as he was not convinced the replacement would meet the same standard of the original state of the desk.

The Act and Analysis

20. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support his claim the Former Tenant willfully or negligently caused damage to the rental unit, and the reasonable costs the Landlord will or has incurred.
21. Normally on an L10 application for damage I would expect to see documentary evidence to support the Landlord's claims for the reasonable costs claimed in the application such as quotes from professional contractors, paid receipts, bank or credit card statements or at least cash withdrawal receipts for items paid to repair or replace the damaged items claimed by the Landlord.
8. Regarding the leather repair quotes, the Landlord relies on emails from the leather repair companies that contain no quotes or estimates of cost to repair or replace the Landlord's claim for damaged leather.
9. The Landlord testified that the companies did not provide quotes as they required a deposit to quote on the work.
10. The Landlord's application claim for compensation is based on verbal conversations he claims to have had with the companies.
11. I do not find the Landlord's evidence persuasive enough, relying solely on his oral testimony as evidence of the costs that he would incur to have the chairs repaired. The Landlord's lack of particulars and specific details regarding the conversation and the quote for work are such that I am not satisfied the Landlord has met the burden of proof.
12. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the reasonable costs that the Landlord will incur as a result of the damage to the leather chairs and headboard.
13. Therefore, this portion of the Landlord's application is dismissed.
14. The Landlord claims he paid a \$900.00 deductible for the cost to replace the damaged desk.
15. The Landlord's invoice for the replacement of the desk does not itemize the \$900.00 cost incurred by the Landlord.

16. The Landlord led with insufficient evidence to prove the reasonable costs of the deductible he incurred was \$900.00.
17. Normally on L10 applications such as this where a landlord is only claiming the deductible I would expect to see a copy of the insurance policy identifying the deductible amount or the amount itemized on the work order the Landlord was required to pay.
18. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the reasonable costs that the Landlord incurred as a result of the damage to the desk.
19. Therefore, this portion of the Landlord's application is dismissed.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

May 21, 2026
Date Issued

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.