



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

Citation: Lad v Mohammed, 2026 ONLTB 41510

Date: 2026-05-28

File Number: LTB-L-031858-25

In the matter of: 1113, 85 Oneida Crescent
Richmond Hill ON L4B0A6

Between: Kishorbhai Lad Landlord

And

Khatidja Mohammed Former Tenant

Kishorbhai Lad (the 'Landlord') applied for an order requiring Khatidja Mohammed (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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 conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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.

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.

This application was heard by videoconference on May 5, 2026.

Only the Landlord attended the hearing.

As of 10:02 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:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay the Landlord \$812.37.
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 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.
3. These documents were served on March 6, 2026. The Landlord provided post-hearing submissions as directed, which included communications from the Former Tenant referencing receipt of the Notice of Hearing and L10 Application.
4. The Former Tenant vacated the rental unit on February 28, 2025.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Arrears

6. Prior Board order LTB-L-083053-24 issued on January 28, 2025 includes an order for arrears and daily compensation until the date the Former Tenant moved out of the rental unit. Accordingly, the claim for arrears has already been addressed and cannot be claimed a second time.
7. The rent deposit has already been considered and applied in LTB-L-083053-24.

Substantial Interference

8. The Landlord claims reimbursement for enforcement fees associated with their L1 application, LTB-L-083053-24. These fees do not constitute substantial interference and are not recoverable through the Board.

Compensation for unpaid utility costs

9. The Former Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlord incurred reasonable out-of-pocket expenses of \$119.01 as a result of the Former Tenant's failure to pay the hydro bill for the period ending February 28, 2025.

Compensation for damage

11. 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. Damage includes holes in walls and acoustic tiles attached to the wall with adhesive which caused damage to the walls when removed.
12. The Landlord incurred reasonable costs of at least \$507.36 to repair the damage.

Filing Fee

13. The Landlord incurred costs of \$186.00 for filing the application and is/are entitled to reimbursement of those costs.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$119.01, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$507.36, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$812.37*. 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 June 8, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Dawn Carr
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:

Utility Costs	\$119.01
Damage Costs	\$507.36
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$812.37