



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

File Number: LTB-L-044344-25

In the matter of: MAIN FLOOR-25 ROYAL COLWOOD CRT
CONCORD ON L4K2J3

Between: Robert Lobo Landlord
Assunta Lobo

And

Shubham Kumar Former Tenant
Sukhwinder Singh
Sahil Salaria
Atul Samayaliya

Robert Lobo and Assunta Lobo (the 'Landlord') applied for an order requiring Shubham Kumar, Sukhwinder Singh, Sahil Salaria and Atul Samayaliya (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Robert Lobo and Assunta Lobo (the 'Landlord') applied for an order requiring Shubham Kumar, Sukhwinder Singh, Sahil Salaria and Atul Samayaliya (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.

Robert Lobo and Assunta Lobo (the 'Landlord') applied for an order requiring Shubham Kumar, Sukhwinder Singh, Sahil Salaria and Atul Samayaliya (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 January 7, 2026.

The Landlord, RL, and the Tenants, Sahil S and Shubham K, attended the hearing.

Determinations:

1. As explained below, the Landlord partially proved the allegations contained in the application and therefore, the Tenant shall pay the Landlord \$4,236.00 on or before June 6, 2026.

Service of the L10 and notice of hearing

2. It is uncontested that the Landlord did not serve the Tenant with the L10 and notice of hearing. The Tenant confirms they were able to access and view it on the portal and that they are prepared to proceed and defend against the Landlord's application.
3. I find the Landlord has not complied with rule 3.3 of the LTB's Rules of Procedure but given that the Tenants are aware of the proceedings, have reviewed the evidence and are prepared to respond to the allegations, I proceeded to hear the application.

Termination of the tenancy

4. It is uncontested that the Former Tenant gave notice to the Landlord to terminate the tenancy on January 31, 2025; the Landlord accepted this notice. Therefore, I find the tenancy terminated on January 31, 2025.
5. While the parties dispute when the Former Tenant moved their belongings out of the rental unit, the Landlord's claim for arrears goes to January 31, 2025. The alleged over-occupation shall be examined in the claim under section 88.1 of the Act.
6. I find the application was filed within one year after the Former Tenant ceased to be in possession of the rental unit, on May 30, 2025.

Rent and daily compensation owing

8. By way of background, this tenancy began on May 1, 2024 and was a fixed term lease; the rent was due on the 28th of each month in the amount of \$3,400.00.
9. The Landlord's claim for rent arrears stems from the period December 2024 to January 2025 in the amount of \$4,050.00.
10. Based on the rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12 months, divided by 365 days.
11. The Former Tenant has not made any payments since the application was filed.
12. While the Former Tenant disputes owing arrears to the Landlord, they were unable to provide evidence of the payments made towards the rent for these months.
13. Therefore, I find the tenancy ended on January 31, 2025 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy and the Former Tenant's obligation to pay rent ended on that date.
14. The rent arrears and daily compensation owing to are \$4,050.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damage

19. The Landlord's claim for damage consists of the following items:
- a) Black stains found on main floor living room and bedroom walls
 - b) Electric stovetop damaged
 - c) Kitchen cabinet doors removed and damaged
 - d) Microwave not working and handle broken
 - e) Interior bedroom door splitting
 - f) Staircase revarnished
 - g) Damaged plastic chairs
 - h) Kitchen faucet replacement
20. The Landlord presented photographs of the alleged damage to the rental unit; the problem with the Landlord's photographs was that they were undated.
21. However, the Tenant was able to present the same photographs with dates that show they were taken prior to the start of the tenancy. The Tenant submits that these damages should not be the Tenant's responsibility as they did not occur during the tenancy but rather, they existed before the start of their tenancy in May 2024.
22. Based on the evidence before the Board, particularly the dated photographs and the Landlord's inability to present images to counter the Tenant's photographs and claim that the damages existed prior to the start of the tenancy, the following claims are dismissed: electric stovetop damage, kitchen cabinet doors removed, damaged plastic chairs, kitchen faucet replacement as I find the Landlord was unable to establish that the damage was caused by these Tenants or their occupants/guests during their tenancy.
23. With respect to the assertion that there were black stains on the bedroom walls and the staircase needed to be revarnished, I find the damage does not rise to the level of undue but rather, it is normal wear and tear that is expected when a home is occupied by residents. I find the Landlord has failed to establish that the Tenant has caused undue damage due to willful or negligent conduct, so these claims are also dismissed.
24. With respect to the damage to the microwave, the Landlord submits that the Tenant was provided with a working microwave at the start of their tenancy and when they moved out, the microwave was no longer working; further, the handle was broken. The Landlord seeks reimbursement of \$300.00 for its replacement. The Tenant asserts the microwave was never functional and would turn off randomly.
25. When a microwave stops working, it is not enough to assume that the Tenant caused damage to it; the Landlord failed to present any photograph to show the state of the handle or any report from an appliance technician to confirm that tampering resulted in the appliance not working. As I find the Landlord has failed to establish the Tenant caused willful or negligent damage to the microwave, I find this claim must also be dismissed.

26. Finally, with respect to the damage to the interior bedroom door, the Landlord's evidence was, the door was splitting which he repaired but did not submit any photograph or bill for the repair work. The Tenant submits he has no idea of any issue with the bedroom door and that up until he vacated, it was fine. Based on the evidence before the Board, I find the Landlord has failed to establish the Tenant caused willful or negligent damage to the bedroom door and this claim must also be dismissed.

Compensation for substantial interference

14. The Landlord's claim pursuant to section 88.1 consists of rental loss due to the Tenant not removing their belongings stored in the interior and backyard of the property until April 6, 2025. The Landlord submits he was unable to rent the property during the months of February- April 2025 and seeks the rental loss from the Tenant.
15. The Tenant disputed the Landlord's assertion and presented photographs of the state of the unit after he had it professionally cleaned which do not show the Tenant's belongings in the unit.
16. It appears the photographs presented by the Landlord show items in common areas such as hallways, backyard, and front porch and not inside the rental unit, so I am not satisfied that the Landlord was not able to rent the unit because the Tenant had items stored inside the rental unit.
17. The Landlord has/have not proven that the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord and therefore this claim is also dismissed.

It is ordered that:

1. The application is amended to reflect the rental unit as "Main Floor."
2. The Former Tenant shall pay to the Landlord \$4,050.00, which represents rent and compensation owing up to January 31, 2025.
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 \$4,236.00.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before June 6, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Sonia Anwar-Ali
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.