

**Amended Order
Order under Section 69/89
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-103569-25-AM

[illegible]

Between: Cristian Chereches
Ramona Chereches

And

Waqas Hasan Tenant

Cristian Chereches and Ramona Chereches (the 'Landlords') applied for an order to terminate the tenancy and evict Waqas Hasan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1) and the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises (L2).

This application was heard by videoconference on April 22, 2026.

Only the Landlord, Cristian Chereches (CC), attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

This amended order is issued to correct clerical errors in the original order issued on April 24, 2026.

Determinations:

L1 Determination

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,475.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$2,475.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit, as the same was used by the Landlords for December 2025 rent, per the uncontested testimony of CC.

L2 Determination

9. As explained below, the Landlords have proven on a balance of probabilities the grounds for the claim for compensation in the application. **Therefore, the Tenant shall also pay to the Landlords \$491.81 by May 5, 2026.**
10. Given the Landlord CC testified that the Tenant vacated the rental unit on December 31, 2025, the eviction portion of the L2 based on the 2nd N5 Notice is moot.
11. Based on the uncontested testimony of the Landlord CC and the documentary evidence submitted, I am satisfied, on a balance of probabilities, that the Tenant or their occupant or guest willfully caused undue damage as outlined in the 2nd N5 notice.
12. I am satisfied that it was negligently or wilfully caused by the Tenant or their occupant or guest and constitutes undue damage.
13. I am further satisfied that it was the Tenant or their occupant or guest who caused it, because there was evidence submitted of the damage.
14. Based on the nature of the damage, I am satisfied that it was caused either willfully or negligently, by its very nature damaging walls, and leaving flammable material on the balcony would be a willful act, but even if it was not, I am satisfied it would be negligent.
15. The Landlord CC submitted that the Landlords were seeking reasonable costs incurred to repair and replace damaged property as a result of the Tenant's willful or negligent damage of the Landlords' property.
16. The Landlord CC provided uncontested testimony and substantiating documentation that the costs to repair and replace the damage caused by the Tenant was \$491.81, less than the amount sought in the application under Reason 4 and as per the 2nd N5 notice, as the application was based on a professional quote, and the Landlord CC testified he completed the work with his own effort and was seeking only the reimbursement of the

material costs. I am satisfied that the Landlords incurred this amount, and that it represents reasonable out of pocket expenses incurred as a result of the damage.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$2,661.00. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay \$491.81 to the Landlords, which represents the reasonable costs of replacing/repairing the damaged property.
4. The total amount the Tenant owes the Landlords is \$3,152.81.
5. If the Tenant does not pay the Landlords the full amount owing on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026, at 4.00% annually on the balance outstanding.

April 24, 2026
Date Issued

Panagiotis P. Roupas
Member, Landlord and Tenant Board

May 29, 2026
Date Amended

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$2,475.00
Application Filing Fee	\$186.00
Reasonable costs of repairing damages	\$491.81
Total amount owing to the Landlords	\$3,152.81