



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-006944-26

In the matter of: 1, 92 LOWELL AVE
ST CATHARINES ON L2R2E2

Between: ABDUL RAJI Landlord

And

MALACHI HENRY Tenant

ABDUL RAJI (the 'Landlord') applied for an order to terminate the tenancy and evict MALACHI HENRY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 Application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; 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; and the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord further applied for an order requiring the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex and for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the 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. (L2 Application)

This application was heard by videoconference on April 23, 2026.

Only the Landlord attended the hearing.

As of 9:32a.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 Landlord's evidence.

Determinations:

L1 Application

1. The Landlord served the Tenant with a 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 February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,620.00. 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 February 28, 2026, are \$3,240.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord advised he collected a rent deposit of 1,600.00 from the Tenant and with the interest applied to the deposit it was topped up to \$1,620.00. This deposit in the amount of \$1,620.00 deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

L2 Application

9. Since the Tenant vacated the rental unit, eviction is moot. Only compensation will be considered.

Substantial Interference

10. The Tenant seeks costs for substantial interference. These costs pertained to cleaning/ disposal costs which the landlord incurred or will incur as a result of Tenant's conduct which substantially interfered the Landlord's lawful right, privilege or interest. The seeks costs in the amount of \$ 245.00.
11. Based on the evidence adduced at the hearing, I am satisfied the Landlord has proven their claim. The Landlord adduced photographs of the rental unit in state of disarray, along with photographs which contained dirty/filthy water inside the bathtub, stickers on the refrigerator, and various items of garbage including broken appliances located near the main entrance of the rental unit. The Landlord confirmed that the glue from the stickers covered the fridge, and all of these issues were the result of the Tenant's conduct. It's

clear from the photographs that the Tenants conduct has substantially interfered with the Landlord's lawful right and interest in ensuring the rental unit is maintained in a clean state.

12. The Landlord seeks costs in the amount of \$ 245.00 for these issues. A copy of an invoice was provided at hearing which confirmed the Landlord will incur or has incurred costs for removal of the glue from the stickers on the refrigerator in the amount of \$95.00. With respect to cleaning the tub and removing the disposal of the garbage near the front entrance, the Landlord did not provide a receipt or invoice, but estimated these costs were \$75.00 each. I accept the Landlord's uncontested evidence with respect to estimate and find these costs to be reasonable.

13. Accordingly, I will award the Landlord \$245.00 for these costs.

Damage costs

14. The Tenant seeks costs for damage in the amount of \$650.00. These costs related to broken blinds inside the rental unit; a missing cover from a range hood in the kitchen; missing strainer from the bathroom which caused clogging; and broken toilet paper holder from a bathroom.

15. Based on the evidence adduced at the hearing, I am satisfied the Landlord has proven their claim. The Landlord adduced photographs of the damage to the blinds which showed that the panels on the blinds were broken, a cover missing from the ranged hood, a toilet holder on the bathroom floor, and a bathtub which contained filthy water that was not drained. With respect to the issue of how these issues were negligently or wilfully caused by the Tenant, the Landlord testified that:

- The Tenant had cat(s) in the rental unit, and the cat(s) climbed up on the blinds which caused the panels on the blinds to break.
- The Tenant removed the strainer from the bathtub, and the bathtub drain had foreign materials embedded inside the drainpipe preventing the water from draining.
- The toilet paper holder was removed from the wall, as the bracket was broken.
- The cover piece in the front grill portion of the range hood located in the kitchen was missing and as a result the vent cannot blow air out the rental unit. This damage to the ranged hood vent was more likely than not caused by the Tenant because he had exclusive control and possession of the rental unit.

16. I accept the Landlord's uncontested evidence, and since the Tenant had exclusive control and possession of the rental unit, I find that it is more likely than not, the Tenant willfully/negligently caused the damage to these items inside the rental unit. The photographs also corroborate the Landlord's testimony. The Landlord supported his claims for costs with an invoice. Given the nature of the damages and the costs required to repair these issues, I find that the damage was undue.

17. Accordingly, I will award the Landlord \$650.00 for reasonable costs that the landlord has incurred or will incur to repair the undue damage to the rental unit.

18. This Order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. Pursuant to the L1 application, the tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,701.00. 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, the costs related to substantial interference and damages. The rent deposit is deducted from the amount owing by the Tenant.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Inderdeep Padda
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.