



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Imran v Cousins, 2026 ONLTB 43497

Date: 2026-06-04

File Number: LTB-L-033418-26

In the matter of: Upper Unit, 5 MORWOOD AVE
WELLAND ON L3B1L4

Between: Mohsin Imran Landlord

And

Racquel Cousins Tenant
Dalton Brown

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Mohsin Imran (the 'Landlord') applied for an order to terminate the tenancy and evict Racquel Cousins and Dalton Brown (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

Mohsin Imran (the 'Landlord') also applied for an order requiring Racquel Cousins and Dalton Brown (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.

This application was heard by videoconference on May 26, 2027.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds the claim for compensation in the application. Therefore, the application is dismissed.
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 May 5, 2026 by way of an N11 Agreement to End the Tenancy.
4. On April 11, 2026, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

5. As the tenancy has been terminated, the only issue to be determined by the Board is the Landlord's claim to out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.
6. The Landlord alleges that 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.

Compensation for damage

7. The Landlord claim the following damages in their claim against the Tenants:
 - Ceiling damage from water penetration.
 - Damage to garage door.
8. As part of the Landlord's s. 89 claim for damages to the rental unit, the Landlord claims \$2,988.85 as provided in an estimate of work to be performed to repair and or replace damaged property.

9. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish the following:
 - a. There was property damage to the rental unit or residential complex;
 - b. The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
 - c. The damage was a result of wilful or negligent conduct by the Tenant, occupant or guest.
10. In this context, I take the word “property” to refer to the physical objects like walls, ceilings, floors, appliances and fixtures in a residential complex.
11. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement cost if it is not reasonable for the damage to be repaired.
12. The age of the rental property could not be determined, the Landlord said he purchased it 5 years ago from a seller.
13. The Tenants dispute that the damages are as arising from wilful or negligent damage. They said that the garage door has been an issue for some time, they suspect that the reason the garage door as shown in the Landlord’s evidence was not closing properly is because of the garage door opener itself or that the door had fallen off track. That there is nothing wrong with the actual door, it opens and closes fine.
14. The photos of the garage door as rendered into evidence submitted by the Landlord in DOC-7774696 shows a door that appears not to be broken on the outside of the structure, it does however appear as though it has fallen off the track given the slanted positioning. This is visible on page 45. And on page 46, the door is shown as opened entirely, demonstrating that it is possible to open it.
15. The Landlord is claiming a replacement cost of the door in the amount of \$1,977.50 for the replacement of the existing garage door and installation of a new door.
16. The Landlord said he attempted to fix the door and that this was ineffective, for this reason it must be replaced.
17. Regarding the alleged water damage, the Tenants submitted that water penetration has been an ongoing issue with at least two prior leaks during their tenancy. That the leak the Landlord is making claims about is a long standing issue, not caused by them. That they have told the Landlord about this in the past and that a plumber had been previous to the property to address a leak from the washroom.
18. Further, that during their tenancy they experienced multiple dishwasher repairs. They suspect that the damage may be attributable to the washroom or as arising from the dishwasher which also leaked.

19. The Landlord evidenced two photos of apparent water damage as visible in a ceiling of the lower level unit as shown on page 37 of DOC-7774696. There is the appearance of drywall splitting on seam, missing compound, and paint peeling.
20. The Landlord claims \$1,011.35 for work involving the removal of water-damaged drywall from the lower unit bedroom ceiling, installation of new drywall and painting.
21. Based on the evidence before me the Landlord has led insufficient evidence to substantiate that the damage claims as outlined are arising from the willful or negligent actions as caused by the Tenants and therefore must be dismissed.
22. Regarding the garage door, the Tenants resided in the rental unit for 5 plus years, the Landlord was not able to provide the age of the home and the door aside from appearing as off track appears not to be damaged. Further, the Landlord while submitting that a more cost effective fix was attempted, failed to substantiate any evidence of such remedial activity. Therefore, the claim for the replacement of the garage door must be dismissed.
23. Regarding the damage as caused by a water leak, on this issue, similarly, the Landlord has failed to substantiate that the water leak was caused by the willful or negligent actions of the Tenants. While it is not disputed that a leak was observed, both the Tenants and Landlord submitted that this was not the first occurrence of water penetration. The Landlord did not adduce direct evidence of the cause of the water leak. Without expert testimony nor any expert report, I cannot arrive at the determination that the Tenants willfully or negligently caused any leak.
24. Furthermore, it was submitted by the Tenants that the Landlord did not conduct inspections of the rental unit during the tenancy that they were aware of, that they had seen him at the property one time during their tenancy. Had inspections of the property been carried out on an ongoing basis, the issues complained of may have been more appropriately addressed sooner and may have resulted in lesser repair costs.
25. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
26. 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.

June 4, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.