



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Kouchekezadeh v Stewart, 2026 ONLTB 44282

Date: 2026-06-08

File Number: LTB-L-064611-22

In the matter of: SECOND FLOOR, 1716 CENTRAL ST
CLAREMONT ON L1Y1B1

Between: Sean Kouchekezadeh Landlord

And

Richard Stewart Tenant

Sean Kouchekezadeh (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Stewart (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

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

The Landlord also 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.

This application was heard by videoconference on November 14, 2023, and June 2, 2026.

The Landlord, the Landlord's representative Victoria Zarif, and the Tenant attended both hearing dates. The Tenant was represented by Leon Presner and Sara Mathew at first hearing date but not the second.

Determinations:

1. Between the hearing dates the Tenant vacated the rental unit sometime in either May or June 2024. As such the Landlord is no longer seeking an eviction order. The Landlord indicated at the hearing that all they are seeking is \$23,000.00 to repair damage the Landlord alleges was caused willfully or negligently by the Tenant.
2. Prior to the tenancy terminating the Landlord got two quotes to fix damages in the rental unit. A quote from Lewis Contracting Inc (DOC-456506, page 30) and a quote from East Pro Contracting Group Inc (DOC-456506, page 34). The Landlord only seeks compensation for the lower estimate which is the one from Lewis Contracting Inc.
3. After the tenancy terminated the Landlord testified that he fixed the damages and that it cost more than estimated. The Landlord did not amend their application to seek the updated damages amount. The Landlord provided no supporting documentation about the completed repairs, for example an invoice. The Landlord testified from memory about the repair cost but did so without any bills etc in front of him.
4. For the following reasons I find that the Landlord has not proven on a balance of probabilities the bulk of their claim for compensation. However, I find that the Landlord did prove on a balance of probabilities that the Tenant caused \$2,000.00 in damages to the rental unit windows and surrounding area and \$200.00 in damages to the rental unit baseboards.

Quotes and Inspections of the Rental Unit

5. The Landlord testified that prior to the Tenant taking possession of the rental unit the unit had been recently renovated and that everything was in brand new condition.
6. The Lewis Contracting quote is undated. It outlines that \$23,000.00 is required to fix damages in the rental unit (DOC-456506, page 30).
7. The Landlord testified that he has worked with Justin Lewis before and that Justin Lewis is familiar with the property. The Landlord testified that Justin Lewis is a community advocate, that Justin Lewis does not need to be a licenced contractor to do repairs, but then also said that he knows that Justin Lewis is a contractor.
8. The Tenant disputes that Lewis Contracting is a legitimate company. The Tenant provided documentary evidence to show that he did a google search, looked in the Skilled Trades Ontario Portal, and checked the Ontario Business Registry (DOC-2239670, tabs 6, 9, 10). The Tenant testified that he could not find a record of the company. The Tenant testified that he tried calling the phone number on the Lewis Contracting quote, but the number is disconnected. The Tenant agreed in cross examination that he did not check if the company is federally incorporated and did not search for any other names, such as a numbered company.
9. At the top of the Lewis Contracting quote, it says that the quote is based on "the information you have sent me". The Tenant testified that Justin Lewis never came to the rental unit to do an inspection, but the Tenant also agreed that he was not present for all entries made by the Landlord.

10. The Eastpro Contracting quote says it is based on an inspection on August 12, 2022. The quote has a date of September 28, 2022. This is the more expensive quote the Landlord does not seek to be compensated in accordance with.
11. The Landlord testified that an April 3, 2022 inspection of the rental unit showed that the rental unit was in disarray, it was dirty, chewed out, there were smells, holes and leaks.
12. The Landlord testified that a contractor named Bruce had to wear a mask in the rental unit because of the smells. The Landlord testified that during an inspection with Bruce it was revealed that the damages got worse inside the rental unit including holes on the walls and ceiling, the bathroom was caving in, there were issues with the vanity, toilet, and baseboard heaters being rotted out, that the sides of the walls and baseboards were chewed out by maybe an animal, and that there was floor to ceiling dirt in the rental unit.
13. The Landlord testified that on August 12, 2022 a contractor named Jay did an inspection and that he said that the windows had to be replaced because they are rotted out and that the subflooring has to be removed because the Tenant's dogs defecated on the floor.
14. The Landlord testified that he entered the rental unit on July 21, 2023, and the rental unit was in a detrimental state, there were more damages, dirt, garbage, dog hair, walls were bubbling and caving in.

Flooring and Baseboards

15. The Lewis Contracting quote says that the floors and baseboards in 7 total rooms including the 4 bedrooms, the kitchen, and den (I note that's only 6 rooms) need to be replaced. The quote says that this will be approximately 1500 square feet of space that needs to be redone. The quote says that appliances, fixtures, and old material tiles and baseboards will need to be removed. The quote states that \$6,500.00 is estimated for this work.
16. The Lewis Contracting quote does not describe what's wrong with the flooring and baseboards. The Eastpro Contracting quote says that the subfloor needs to be replaced in areas where the floor feels spongy.
17. The Landlord testified that the flooring throughout the rental unit had to be redone, that there were areas that looked like giant potholes, the floors looked intentionally damaged, that he knows the Tenant works in construction, that he knows the tenant would carry heavy equipment into the rental unit, and that he would hear generators running all night.
18. The Landlord testified that the baseboards had bite marks, swelling, water damage, and had been urinated on.
19. A photograph taken during an April 3, 2022, inspection shows that one corner of baseboard is damaged. It looks like it has been chewed on or damaged in some other way that is not consistent with normal wear and tear (DOC-2241147, page 24). There are other marks that look like they could be dirt or potentially damage. The Landlord testified that the damage shown in the photograph is consistent in the baseboards throughout the unit.
20. Another photograph shows a warped baseboard and then another baseboard that also looks to be chewed (DOC-2241147, page 31).

21. Another photograph shows a doorframe that could have dirt or damage (DOC-2241147, page 27). Another photograph shows maybe dirt or scratches on a wall (DOC-2241147, page 28).
22. The Landlord testified that approximately 1500 square feet of of the total 1900-2000 square feet of flooring in the apartment had to be redone.
23. The Tenant disagrees he damaged the rental unit floors or baseboards. Photographs taken by the Tenant in November 2023 don't show any damage to the rental unit floors or baseboards (DOC-2239670, pages 37 – 47). Although the photographs don't show every part of the floor and baseboards in the rental unit.
24. The Landlord testified that it cost him \$20,000.00 to repair the flooring.

Windows

25. The Lewis Contracting quote says that 7 windows need to be removed and replaced and that 2 window frames need to be replaced. The quote says that the cost will include adjustment of frame alteration due to water damage and incorrect air conditioner installation. The quote estimates \$6,000.00 for this work.
26. The Eastpro Contracting quote says that 6 windows need to be removed.
27. The Landlord testified that the Tenant improperly installed window air conditioner units, those units caused water to pool underneath, and that the units rotted out the wall and window frames.
28. I agree with the Landlord that photographs show poorly installed window air conditioning units (DOC-2241147, pages 25-26). The units are installed with wood, styrofoam, and duct tape.
29. Photographs of the rental unit walls show what might be damage to the rental unit walls but it's hard to determine based on the zoomed in photos or whether this damage is below the rental unit windows (DOC-2241147, page 30).
30. A video from a July 31, 2023 inspection shows that the wall underneath one of the windows was wet and that a contractor's hand was able to go through the wall by just lightly pushing on it (DOC-2256343)
31. Another photograph shows holes and cracks beneath an air conditioning unit (DOC-2241147, page 44).
32. The Tenant disagrees he damaged the rental unit windows. Photographs taken by the Tenant in November 2023 don't show any visible damage to the rental unit windows, but visible moisture can be seen (DOC-2239670, pages 50 – 52). The Tenant has also not provided photographs of all the windows in the rental unit.
33. The Landlord testified that it cost him \$23,000.00 to fix the windows, that an expert told him that the windows were bowing, and that it does not make sense for metal to bend like that. The Landlord testified that he had to finance the windows and is paying for them monthly.

Bathroom

34. The Lewis Contracting quote says that work is required in the small rental unit bathroom, including removing appliances, plumbing reinstallation, installing new fixtures including the bathtub sink, shower head, and toilet, new baseboard heaters, replacing the floorboards, and adjusting and altering plaster. The quote estimates \$4,000.00 for this work.
35. The Landlord testified that the entire bathroom had to be gutted because it was unusable. The Landlord testified that there were two major spots in the bathroom where the flooring dipped, and the damage looked intentional. The Landlord testified that the tub was unusable and that the toilet, washer and dryer, vanity, and baseboard heater were all rotting with rust. The Landlord speculated that the Tenant was urinating on those items.
36. A photograph shows a toilet seat beside the toilet, but the toilet otherwise looking normal. That same photograph shows a potentially rusted baseboard heater but it is difficult to see in the photo (DOC-2241147, page 27).
37. The Landlord testified that it cost \$5,000.00 to repair the bathroom.
38. The Tenant disagrees he damaged the rental unit bathroom. Photographs taken by the Tenant in November 2023 don't show any damage to the rental unit bathroom (DOC-2239670, pages 42 – 43).

Kitchen

39. The Lewis Contracting quote says that the kitchen countertop and sink need to be replaced and that the surrounding flooring also needs to be replaced. The quote says it includes removal of all appliances and fixtures affected by wear tear and water damage. It also says that removal of the fixtures is necessary for the proper installation for the flooring as well as the window. Finally, it says that a new countertop will be designed and re-installed to fit the flooring plan. The quote estimates \$3,500.00 for this work.
40. The Landlord testified that that he redid the countertops, kitchen sink, and fixed the dip in the kitchen floor, and that the appliances had to go out. The Landlord testified that the kitchen countertop was burnt and bubbling and speculated that maybe cigarettes or hot appliances caused the marks. The Landlord did not describe what was wrong with the kitchen sink. The Landlord also added that the kitchen drawers were broken and there was yellow spray foam coming out of the sides.
41. The Landlord testified that he spent about \$4,500.00 on the countertop and kitchen flooring.
42. The Tenant disagrees he damaged the rental unit kitchen. Photographs taken by the Tenant in November 2023 don't show any damage to the rental unit kitchen (DOC-2239670, pages 42 – 43). Although again the Tenant's photographs don't show the whole kitchen area.

Holes and Attic

43. The Lewis Contracting quote says that holes and an attic access panel need to be repaired and painted. The quote says it includes hole and gap repair, installation of dry wall, and painting. The quote estimates \$1,500.00 for this work.
44. The East Pro Contracting quote says that the attic hatch is missing and therefore a new one needs to be installed.
45. The Landlord testified that he had to cover up the attic, mentioned wasps that have crawled into the attic, said that there were holes in the roof, holes from the Tenant's cameras he installed throughout the rental complex. The Landlord testified that he was not sure what of these holes were included in the original Lewis Contracting invoice.
46. The Landlord testified that it cost \$550.00 to close up the attic and \$2,000.00 for the other holes.
47. The Tenant disagrees he caused holes throughout the rental unit. The Tenant testified that the holes were from pot lights the Landlord was supposed to install, and that he fixed the holes.
48. A photograph taken by the landlord shows some damage to the rental unit ceiling and a hole (DOC-2241147, page 28). Another photo shows what might be a missing ceiling tile but it also looks like the ceiling tile might be there but slightly shifted to the side (DOC-2241147, page 29).
49. Photographs taken by the Tenant in November 2023 show some minor damage to the rental unit ceiling (DOC-2239670, pages 58 – 61).

Analysis

50. As I will explain below, I do find that the Tenant caused some damage to the rental unit. However, I largely found the Landlord's evidence to be unclear, unreliable, and insufficient to prove the bulk of their claims on a balance of probabilities.
51. The Landlord relies on two quotes, but no contractor attended the hearing to be a witness. The contractor evidence was therefore untested by cross examination, and I give it diminished weight. Both quotes are fairly vague. For example, the Lewis Contracting quote (which the Landlord seeks to be compensated in accordance with) does not describe what is wrong with the flooring. The Lewis Contracting quote is undated. I'm also not satisfied that Justin Lewis actually attended the rental unit to create the quote. While the Landlord testified that Justin Lewis did attend the rental unit, the quote says it is based on information the Landlord sent to Justin Lewis, and the Tenant testified that he was present for most inspections and does not remember Justin Lewis attending the rental unit. While the Eastpro quote is more detailed and based on an actual inspection that does not resolve the issue that no one attended the hearing on behalf of Eastpro to provide testimony about it.
52. The photographs of both parties only show portions of the rental unit. A lot of the Landlord's photographs are zoomed in and it's difficult to see what exactly the photo is

showing. The Landlord did not have photographs of all the disrepair for example the kitchen counter, all the issues in the bathroom etc. While I can understand that during the tenancy it was hard for the Landlord to get access to the rental unit (the Tenant changed the locks etc) after the tenancy ended the Landlord easily could have taken clear and fulsome photographs of the rental unit.

53. The Landlord has the burden of proof. In their oral testimony the parties disagree regarding whether there was damage. Many of the photographs provided by the Tenant support that there was not the amount of damage alleged by the Landlord. As such, I'm not satisfied by the Landlord's testimony alone, in the absence of supporting documentation, that there was in fact damage.
54. The Landlord alleges that nearly every part of the rental unit was in disrepair. I found the Landlord's evidence to be unclear. The Lewis contracting quote is not very detailed and the Landlord could not remember what holes were even being mentioned by the quote. As such while there might have been holes caused by the Tenant's security cameras or other damage to the rental unit ceiling I'm not satisfied on a balance of probabilities that damage is even captured by the Lewis Contracting quote. The Landlord provided testimony at the second appearance about potholes in the floor, spray foam in the kitchen, insects etc and it was not clear whether that was new damage or damaged covered by the original quote. There are various photos of the rental unit walls in the Landlord's evidence package but its not clear what exactly on the Lewis Contracting invoice that relates to? The Landlord also provided an invoice for plumbing from 2019 (DOC-2241147, page 5). It was not clear how this related to the Lewis Contracting quote produced years later. The Landlord also provided evidence of a leak in a commercial unit below the rental unit (DOC-2241147, page 36). Again, it is not clear how if at all this damage is related to the Lewis Contracting quote the Landlord seeks to be compensated for.
55. I'm not satisfied that the Landlord led sufficient evidence to prove most of the damages. For example, the only photograph of the rusted bathroom fixtures is a photograph with a side view of the baseboard radiator. Other photos of the bathroom do not show issues. Another example is the Landlord alleges that the Tenant removed a panel blocking access to the attic but one of the photographs shows what appears to be the panel still there, just dislodged slightly.
56. My largest problem with the Landlord's evidence is that he undertook the repairs after the Tenant vacated but did not provide any supporting documentation about the repairs such as an invoice, receipt, or photograph of the repair work. It is not reasonable to rely on a quote when the actual repairs have been done and the actual cost is now available. The Landlord testified regarding the costs of the repairs from memory but indicated that he did not have any bills in front of him while giving his testimony. The Landlord testified that he paid Lewis Contracting for the repairs in cash. While I can accept that minor amounts might be paid in cash, paying tens of thousands of dollars in cash strikes me as odd and unlikely. Supporting documentation about the repairs should have been easily attainable for the Landlord. I'm not satisfied that the Landlord provided reliable evidence about what it actually cost to repair the rental unit. Even if the Landlord had proven that the Tenant caused damage, the bulk of the requested costs would need to be denied for this reason.

57. However, I am satisfied on a balance of probabilities that the Tenant negligently or willfully caused damage to the rental unit windows and some portions of the baseboards. There are photographs that show damage to those items not consistent with normal wear and tear, photographs of poorly installed air conditioners, and a video of moisture around one of the windows. Additionally, a video showed that a contractor's hand easily went through the wet wall.
58. Based on my experience at the Board I accept that replacing windows would be costly. Additionally, the disrepair to the window area shown in the photos and video is significant. However, I'm not satisfied that the Landlord provided reliable information about what it actually cost to fix it. As such, I'm satisfied on a balance of probabilities that replacing the windows and fixing the surrounding area cost at least \$2,000.00 but I find that awarding any amount above that would largely be guess work. The Landlord has the burden to prove their claim on a balance of probabilities, and I find that they failed to prove any amount above \$2,000.00 on a balance of probabilities.
59. I'm only satisfied based on the photographs that a few portions of the baseboards were damaged. Based on my experience at the Board I'm not satisfied that fixing a few portions of baseboard would be costly, \$200 will be ordered.
60. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,386.00. This amount includes the reasonable costs of repairing the damage and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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