



Order under Section 89 Residential Tenancies Act, 2006

Citation: BHATTI v SAUNDERS, 2026 ONLTB 44352

Date: 2026-06-09

File Number: LTB-L-021774-25

In the matter of: BASEMENT, 39 BRAMTRAIL GATE
BRAMPTON ON L7A3W3

Between: IFZAL M BHATTI Landlord

And

DATHRIE SAUNDERS Former Tenant

IFZAL M BHATTI (the 'Landlord') applied for an order requiring DATHRIE SAUNDERS (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 June 2, 2026.

Only the Landlord attended the hearing.

As of 9:37 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities and the reasonable costs incurred to repair and replace damaged property. Therefore, the Former Tenant shall pay the Landlord \$2,873.50 on or before June 20, 2026.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on April 19, 2026, by regular mail at the current residence of the Former Tenant, which were deemed served April 24, 2026.

4. The Former Tenant vacated the rental unit on February 12, 2025.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. On April 10, 2025, the Landlord filed an L10 application to recover compensation owing, for out-of-pocket expenses for damages that were discovered after the Former Tenant vacated. That application was filed under section 89 of the Act, which provides, in part:

Application for compensation for damage

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force.

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(b) no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.

6. The Landlord is seeking \$2,687.50 for reasonable costs the Landlord incurred to repair or replace the property damaged by the Former Tenant, wilfully or negligently by causing damage to the rental unit's doors and door frames, walls and ceiling, which required drywall, mudding, taping and painting, damage to two toilet seats which were replaced, damaged to the rental unit locks which were replaced, deep cleaning to the fridge, stove, microwave, hood fan kitchen cabinets, as well as painting and repairs to burnt kitchen cabinets, as well as deep cleaning to the rental unit floors, and removal of washroom floors and replacement. The cleaning was required as the rental unit was left in a state that was not of ordinary cleanliness.
7. The Landlord is also claiming the \$186.00 filing fee for this application and is entitled to reimbursement of those costs.
8. The Landlord is not holding a last month's rent deposit.
9. The Landlord submitted documentary evidence and testimony of reasonable costs of \$2,687.50 to repair the damage and replace property that was damaged, as aforementioned.

10. On a balance or probabilities from the evidence provided the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential unit did willfully or negligently cause undue damage to the rental unit as claimed by the Landlord.
11. I am satisfied that the Landlord is entitled to claim compensation from the Former Tenant under section 89 of Act, from the documentary evidence submitted, which included photographic evidence this was not just normal wear and tear and the cost of doing business in the rental market.
12. The Landlord did prove the reasonable costs that the Landlord incurred or will incur as a result of the damage claimed from the receipts submitted.
13. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
14. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,687.50, which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,873.50*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Panagiotis P. Roupas
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$2,687.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,873.50