



**Order under Section 69, 87, and 89
Residential Tenancies Act, 2006**

File Number: LTB-L-031848-23 and LTB-L-057443-25

In the matter of: 188 FAREWELL ST
OSHAWA ON L1H6L7

Between: Tsadok Pereira Landlord

And

Rudy Pec Tenant
Kristie Gordon

Application LTB-L-031848-23 – L2 Application

Tsadok Pereira (the 'Landlord') applied for an order to terminate the tenancy and evict Rudy Pec and Kristie Gordon (the 'Tenant') because 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 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.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owe.

Application LTB-L-057443-25 – L10 Application

The Landlord applied for an order requiring the Former Tenant to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring 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.

The L2 application was scheduled to be heard on June 11, 2026. The L10 was scheduled for a hearing on June 22, 2026. I brought forward and heard the L10 together with the L2 because they are essentially the same application. The tenancy already terminated, and the landlord seeks compensation for the same issues on both. The main difference between the applications is that one was filed when the Tenant was still in possession and one was not. Additionally, the L10 application seeks a higher amount of compensation. Both parties indicated that they were ready to proceed on both applications, I did not find that the different amounts of compensation requested would change the preparation time, it was more efficient to hear the applications together, and hearing the applications separately could have resulted in inconsistent orders.

The Landlord, the Tenant Rudy Pec, and the Tenant's representative Ali Golabgir attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities that there are outstanding rental arrears, that the Tenant willfully or negligently caused damage to the rental complex, or what the reasonable costs would be to repair the damage even if there was damage caused by the Tenant.

Damage

2. The Board determined in order LTB-L-000369-22 issued on June 14, 2022, that the Tenant was operating and conducting business as a mechanic at the residential complex. The Tenant was ordered to stop doing that to continue the tenancy. The Landlord now seeks compensation for the damage he submits was caused by the Tenant running his mechanic business.
3. The Landlord testified that there were numerous cars constantly at the rental complex, that the Tenant hung up machinery, left parts there for years, that the cars and machinery caused holes and dents on the driveway, the garage door had black marks, the floor of the garage had oil stains, the Tenant put up shelving in the garage, and there were marks on the walls of the garage.
4. The Landlord provided photographs of various mechanic related items around the rental complex (DOC-2808438) and photographs he submits are of damage caused by the Tenant in the garage (DOC-5988404).
5. While I agree with the Landlord that it looks like there may be damage to the rental unit garage, the Landlord did not prove on a balance of probabilities that the Tenant caused it.
6. The Landlord testified that he purchased the rental complex in 2016, initially rented it to some other tenants, and that the tenancy that is the subject of this application started June 15, 2019. The Landlord provided no photographs that demonstrate the state of the garage when the tenancy started. The only picture that the Landlord has that he claims shows what the garage looked like at the start of the tenancy (DOC-8109137, page 50, picture 2) is actually from the listing when the Landlord purchased the property years prior (DOC-8109137, page 10). The Tenant provided numerous photos to demonstrate that the damage already existed to the garage and surrounding area at the start of the tenancy

(DOC-8109137, page 25 – 47). The Tenant also provided the meta data for the photographs which demonstrates that they were taken July 2, 2019 shortly after the tenancy started. The Tenant also provided photographs from google earth that show that the driveway at the rental complex already had black and white marks in 2019. The Landlord submits that all of the Tenant's photographs are fraudulent, however I went to google earth during the hearing and the photo provided in the Tenant's evidence package is what appears on the website. I'm not satisfied on a balance of probabilities that the Tenant caused the damage.

7. Even if the Landlord proved that the Tenant wilfully or negligently caused the damage, the application would have been dismissed because the Landlord did not prove the reasonable repair costs. Despite asking the Landlord repeatedly during the hearing, the Landlord did not give a clear answer about what exactly it cost to fix the damage. The Landlord relies on an estimate (DOC-8109137, page 50) despite testifying that some of the damage has already been fixed. The Landlord also indicated that he no longer plans to use the entire garage as a garage but rather is renovating part of it into an apartment. The Landlord did not provide sufficiently clear or compelling evidence about the reasonable repair costs.

Rent Arrears

8. The parties agree that rent was due on the 21st of each month, that the lawful monthly rent was \$2,232.45, and that the Sheriff enforced an eviction order on May 5, 2025. The Landlord seeks unpaid rent from April 21, 2025, to May 5, 2025. The Landlord provided insufficient evidence to establish that there are rent arrears.
9. The Tenant provided records of e-transfers. Those records show that the Tenant paid the Landlord \$4,464.90 on March 22, 2025 and \$2,232.45 on April 29, 2025. These payments are not reflected on either of the Landlord's applications. The Landlord testified that the Tenant had arrears that pre-date the periods covered in the application and that the payments were applied to those. The Landlord argues that the Tenant should not be believed because it means they overpaid their rent. I'm not persuaded by that argument. The Landlord has the burden of proof. I find that the Landlord provided insufficient evidence. The Landlord did not provide a rent ledger nor any banking records. The Tenant provided payment records showing they paid the rent during the periods listed on the application.

Costs

10. The Tenant's request for costs is denied. While the Board routinely awards an application filing fee to a successful applicant, costs are otherwise rare at the Board. I'm not satisfied that the Landlord's conduct in the proceeding was so unreasonable to justify a cost award.

It is ordered that:

1. The application is dismissed.

June 18, 2026
Date Issued

Amanda Kovats
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.