



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-045920-25

In the matter of: 146 STEEPLECHASE WAY
KITCHENER ON N2K 0E5

Between: Balkar Dhillon Landlord

and

Hossam Soliman Abouelnasr Metwally Former Tenants
Elmira Eildari Shahrivar

Balkar Dhillon (the 'Landlord') applied for an order requiring Hossam Soliman Abouelnasr Metwally and Elmira Eildari Shahrivar (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owes.

Balkar Dhillon (the 'Landlord') applied for an order requiring Hossam Soliman Abouelnasr Metwally and Elmira Eildari Shahrivar (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Balkar Dhillon (the 'Landlord') applied for an order requiring Hossam Soliman Abouelnasr Metwally and Elmira Eildari Shahrivar (the 'Former Tenants') 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 Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on April 14, 2026.

The Landlord and his sister, Malkiat Dhillon, and the Tenants attended the hearing.

The Landlord authorized his sister to speak on his behalf while he remained present in the hearing room. Elmira Eildari Shahrivar testified on behalf of the Tenants.

Determinations:

1. As explained below, the Landlord proved a portion of the allegations contained in the application on a balance of probabilities. Therefore, the Application is granted in part.

2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on March 13, 2026 by courier. The Former Tenants acknowledged receipt of the Application and testified that they are prepared to respond to the Landlord's application.
4. It is undisputed that the Former Tenants vacated the rental unit on April 2, 2025.
5. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$2,800.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
8. The Former Tenants have not made any payments since the application was filed.
9. The Landlord alleges that the Tenants did not serve a 60 days' notice to terminate their tenancy prior to vacating on April 2, 2025. The Landlord claims rent of \$11,200.00 (\$2,800.00x4) for the rental period of February 1, 2025 to May 31, 2025.
10. The Landlord is holding a last month's deposit of \$2,800.00. The Tenants testified that they did not pay rent for February and March 2025. The Tenants informed the Landlord to apply the last month's rent deposit to March 2025. The Landlord did not provide evidence establishing otherwise. Therefore, I find that the last month's rent deposit was applied to March 2025. In addition, it is undisputed that rent of \$2,800.00 for February 2025 was not paid by the Tenants.
11. With respect to April and May 2025, the Landlord alleges that the rental unit could not be shown to prospective Tenants and could not be rented because of the condition in which it was left by the Tenants. Based on the evidence before me, I am not satisfied that the Landlord established an entitlement to compensation beyond the date the former Tenants vacated the rental unit.
12. The Tenants testified that on February 5, 2025, they informed the Landlord that they were vacating the rental unit on April 2, 2025. I was referred to the text message in which the Landlord replied to the message "okay." The Landlord acknowledged receiving a message from the Former Tenants. I find that the Landlord received notice of the Tenant's intention to vacate approximately 56 days before the move out date. The Landlord had actual knowledge of the Tenant's intention to vacate and has not established damages that would warrant compensation of a loss extending through end of May 2025.
13. While the Landlord testified that he did not believe the Tenants would actually vacate because subsequent discussions occurred regarding revised rental terms, I do not find that those discussions negate the earlier notice. Rather, the evidence demonstrates that the

parties explore the possibility of the tenancy continuing but never reached an agreement to extend the tenancy beyond April 2, 2025.

14. Even if I were to accept the Landlord's position that the notice provided by the Former Tenants was insufficient, the Landlord must still establish the actual loss claim. This matter was held down several times during the hearing for the Landlord to get organized. However, the Landlord provided no evidence regarding their efforts to list the unit for rent after the Tenants vacated such as advertisement efforts, refused showings, or the date on which a tenancy was ultimately secured. Nor did the Landlord provide evidence demonstrating that any alleged delay in renting was caused by the former Tenants rather than by the Landlord's own actions.
15. The rent arrears and daily compensation owing to April 2, 2025 are \$2,984.10. This calculation does not include March 2025 because the last month's rent deposit was applied to that month. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. Therefore, the Tenants shall pay to the Landlord \$3,170.10 in rent arrears.

Compensation for unpaid utility costs

16. The Landlord claims \$565.35 for utility costs. On the application the Landlord does not specify the utility provider, although the billing period claimed is to April 2, 2025, copies of the statements were not filed when the application was submitted.
17. The Landlord did not upload a copy of the lease agreement; however, the Tenants confirmed that they are responsible for 70% of the heat, electricity, and water. The Tenants further testified that utility consumption was excessive due to water leakage and because of the tenants occupying the basement unit. The Tenants indicated that they never received the utility bills relied upon in the application until the evidence was served.
18. Based on the evidence before me, I am not satisfied that the amount claimed is correctly calculated by the Landlord. The charges relate generally to the entire residential complex rather than the Tenants' share of the utilities. I find the Landlord's evidence regarding the amount owed for utilities to be inconsistent. The evidence does not adequately explain how the 70% share was calculated or how any charges covering periods beyond April 2, 2025 were excluded. Therefore, I am not satisfied that the amount claimed is correctly calculated by the Landlords. This portion of the Landlords' claim is dismissed.

Compensation for damages

19. The Landlords claims damages of \$2,415.00 in the application. The Landlord alleges that:

"I am writing to formally document serious damages and financial losses caused by my former tenant as well as multiple lease violations that have negatively impacted my property and income. The tenant vacated the property without proper notice and I only became certain of their departure in April despite their utility disconnection on February 12 and failure to pay rent beginning that same month. Upon entry into the unit I discovered the following: Significant damage to baseboards, Walls covered in permanent marker drawings likely by children, Urine soaked paper hanging inside

the home, Opened alcohol bottles left throughout the unit, Garbage left inside and outside the property in large volumes. The condition of the home was unacceptable and I had to hire a professional cleaner for \$400 and a professional painter for \$2 000 to restore it. Additionally I purchased \$15 worth of garbage tags and made weekly trips to dispose of the excess waste due to city pickup limits. I also filed a police report regarding the damage."

20. The Landlord relied on photographs taken after the Tenants vacated showing garbage, markings on walls, and damaged baseboards. The Landlord acknowledged having no photographs showing the condition of the unit before the tenancy began.
21. The Landlord claims that he has incurred the following costs:
 - \$400.00 for professional cleaner;
 - \$2,000.00 for professional painter to restore it; and
 - \$15.00 worth of garbage tags and made weekly trips to dispose of the excess waste due to city pickup limits.
22. The Tenants testified that the rental unit was not delivered in a good condition at the commencement of the tenancy. The Tenants referred to photographs showing the walls, washroom, garbage stored item and water leak. The Tenants testified that some of the conditions shown in the Landlord's photographs predated their tenancy.
23. In this application the Landlord bears the burden of proving that the charges claimed are reasonable and have been incurred or will incur to repair or replace property damaged by the Tenants. In this case, I find there is insufficient evidence regarding the nature and extent of the alleged damage or the reasonableness of the amount claimed. I am also not satisfied that the Tenants caused the alleged damage.
24. With respect to the charges claimed by the Landlord:
 - \$400.00 for professional cleaner, the Landlord did not provide an invoice/receipt for the cleaning charge or other supporting evidence that the expense was even incurred.
 - \$2,000.00 for professional painter to restore the rental unit. The Landlord did not provide clear evidence as to why the entire house was required to be restored or painted if there were markings, drawings, and scuffs on certain walls that required cleaning or painting. During my inquiry, the Landlord indicated that the contractor would not paint a single wall. The contractor did not attend at the hearing to testify, and the Landlord submitted no documentary or expert evidence that the charges were incurred or that it was reasonable.
 - \$15.00 for garbage tags. No documentary evidence were produced that the Landlord incurred this expense.
25. The Landlord also referred to charges incurred as a result of changing the locks; however, this expense is not claimed on the application.

26. Given all the reasons above, I find that the Landlord is not entitled to compensation for damages. This portion of the Landlord's claim is also dismissed.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$3,170.10, which represents rent and compensation owing up to the date the Tenants vacated the rental unit. This amount also includes the \$186.00 for the cost of filing the application.
2. If the Former Tenants does not pay the Landlord the full amount owing on or before June 23, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026

Date Issued

Adeela Alvez

Member, Landlord and Tenants 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.