



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

File Number: LTB-L-047555-25

In the matter of: 3501, 15 ROEHAMPTON AVE
TORONTO ON M4P 0C2

Between: RioCan Real Estate Investments Partnership Landlord
TEN LP

and

Sarthak Arora Former Tenants
Siddharth Goswami

RioCan Real Estate Investments Partnership TEN LP (the 'Landlord') applied for an order requiring Sarthak Arora and Siddharth Goswami (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

RioCan Real Estate Investments Partnership TEN LP (the 'Landlord') applied for an order requiring Sarthak Arora and Siddharth Goswami (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.

Only the Landlord's agent, David Hien and the Landlord's representative, Sara Mathew, attended the hearing.

As of 9:33 a.m., the Former Tenants were 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. Therefore, the application is granted.
2. The Landlord's representative stated that the Landlord hired a skip tracing company (Corpa) to locate the Former Tenants. The Landlord provided Corpa with the Tenants'

identification for the purpose of locating them. Following its investigation, Corpa provided the Landlord with the address 159 Dundas Street, East, Unit 2607, Toronto, Ontario, as the Former Tenants' current residence. The Landlord couriered the Notice of Hearing and Application to the Former Tenants by courier on March 13, 2026. The courier was confirmed to have been delivered on March 17, 2026. Therefore, based on the submissions before me, I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the Board's Rules of Procedure.

3. The Former Tenants vacated the rental unit on December 31, 2024.
4. 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

5. The lawful rent was \$3,234.00. It was due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$106.32. This amount is calculated as follows: $\$3,234.00 \times 12$, divided by 365 days.
7. The Former Tenants have not made any payments since the application was filed.
8. The Landlord claims "for the period of September 1, 2024, to December 31, 2025, the Tenants were charged \$12,628.00 for rent. During this period, the Tenants made a single payment of \$10.00 towards the rent."
9. Based on the uncontested evidence before me, I am satisfied that the Tenants owe rent arrears for the following rental periods:
 - September 1, 2024 to September 30, 2024: \$3,080.00;
 - October 1, 2024 to October 31, 2024: \$3,080.00;
 - November 1, 2024 to November 30, 2024: \$3,234.00; and
 - December 1, 2024 to December 31, 2024: \$3,234.00.
10. The Landlord's agent testified that the lawful rent increased to \$3,234.00 effective November 1, 2024. He referred to the rent ledger during the hearing which shows that payments made towards September and October 2024 were subsequently reversed by the Tenants.
11. The Landlord applied the last month's rent deposit in the amount of \$3,080.00 to the rental period of December 1 to December 31, 2024, representing the final month of the tenancy. However, the last month's rent deposit is less \$154.00 considering the rent increase on November 1, 2024. Therefore, the total arrears up to date the Tenants vacated are \$9,548.00, which includes the \$154.00 increase rent amount.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. Accordingly, the Tenants shall pay to the Landlord \$9,580.00.

Compensation for damages

14. The Landlord claims the Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
15. The Landlord's agent referred to an estimate from Manny's painting and decorating dated November 25, 2024 for removal and disposal of the existing door, installation of a replacement door, and painting of the replacement door.
16. The agent also testified regarding an email exchange dated November 28, 2024 between maintenance supervisor and the Tenants. In the email, the maintenance supervisor advised the Tenant that a contractor's quote had been obtained to replace the bedroom door and that the cost would be applied to the Tenant's account. The Tenant responded, "yes please proceed with the work. Thank you."
17. Based on the evidence before me, and in the absence of any evidence to the contrary, I am satisfied that the Landlord incurred reasonable costs of \$412.45 to replace the bedroom door that was damaged and could not be reasonably repaired. I am also satisfied on a balance of probabilities that the Former Tenants wilfully or negligently caused undue damage to the bedroom door, and that the Tenants were aware of the damage and authorized the Landlord to incur the expense of the repair. Therefore, the Tenants shall pay to the Landlord the costs of \$412.45 for the reasonable costs incurred by the Landlord.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$9,580.00, which represents rent and compensation owing up to date the Tenants vacated and the cost of \$186.00 for filing the application. The Former Tenants shall also pay to the Landlord \$412.45, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenants shall pay a subtotal of \$9,992.45 to the Landlord.
3. If the Former Tenants do not pay the Landlord the full amount owing on or before June 22, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from June 23, 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
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.