



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

File Number: LTB-L-047101-25

In the matter of: 24 FORESTSIDE CRT
RICHMOND HILL ON L4C 9V2

Between: Abbas Haghbin Gachkanlou Landlords
Sheida Aghamohammadi

and

Iman Givehki Former Tenants
Shiva Norouzifar

Abbas Haghbin Gachkanlou and Sheida Aghamohammadi (the 'Landlords') applied for an order requiring Iman Givehki and Shiva Norouzifar (the 'Former Tenants') to pay the Landlords' 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.

Abbas Haghbin Gachkanlou and Sheida Aghamohammadi (the 'Landlords') applied for an order requiring Iman Givehki and Shiva Norouzifar (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that the Landlords 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 Former Tenants and their representative Natalie Feizi, and their interpreter Behnoud Gibehki, and the Landlord, Abbas Haghbin Gachkanlou, and their representative Sassan Emam, attended the hearing.

Determinations:

1. On consent, the Landlords' representative withdrew the utility claim in the application.
2. I am satisfied that the Landlords 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 LTB's Rules of Procedure. These documents were served on March 10, 2026 by mail.

3. It is undisputed that the Former Tenants vacated the rental unit on May 1, 2025. The Board's Order dated May 8, 2025 (LTB-L-082978-23) terminates the tenancy on June 30, 2025.
4. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Compensation for damages

5. As explained below, the Landlords did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
6. The Landlords filed an Application alleging that 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.
7. On consent of the parties, the Landlords' monetary claim for the reasonable costs to repair the damage or replace property that was damaged and cannot reasonably be repaired is amended from \$101,350.00 to \$44,000.00.
8. The Former Tenants rented the residential unit from December 1, 2022 until May 1, 2025.
9. Abbas Haghbin Gachkanlou testified on behalf of the Landlords. He indicated that after the Tenants vacated the Landlords discovered mould in the master bathroom and hallway bathroom, water damage to the basement flooring and main floor ceiling, and damage to the hardwood flooring.
10. Mr. Gachkanlou testified that water leaking from the basement shower had damaged the basement flooring and that water leaking from the master bathroom had damaged the ceiling below. He also testified that portions of the hardwood flooring contained dents and other damage which needed to be replaced.
11. The Landlords relied on photographs taken after the tenancy ended, photographs taken during demolition and reconstruction, and contractor invoices related to repair work completed after the tenancy ended.
12. Mr. Gachkanlou testified that portions of the basement shower, basement flooring, bathroom walls, and main floor ceiling were removed during the renovations. He further testified that the Landlords incurred \$34,000.00 in repair costs and obtained an estimate of approximately \$10,000.00 to replace the hardwood flooring.
13. Mr. Gachkanlou stated that he is a civil engineer but acknowledged during my inquiry that he is not a mould expert. He further acknowledged that he did not retain a mould assessor, environmental consultant, engineer, or other qualified expert to inspect the property or determine the cause of the alleged mould. Mr. Gachkanlou testified that he resided in the rental unit prior to the Tenants moving in. He confirmed during his testimony that he did not conduct regular inspections during most of the tenancy, he also confirmed that there was no ventilation fan in the master bathroom.
14. Iman Givehki testified on behalf of the Tenants. The Tenants denied causing mould, water damage, or damage to the hardwood flooring. Mr. Givehki stated that there were humidity

and moisture issues in the property/ basement and that the Landlord was aware of it because he supplied a dehumidifier. Mr. Givehki further stated that the bathroom lacked ventilation. The Tenants referred to photographs suggesting that any mould growth in the rental unit were caused by inadequate ventilation and humidity issues, and not the Tenants' conduct.

Disposition and Reasons

15. The Landlords' damages claim is made under subsection s. 89(1) of the *Residential Tenancies Act, 2006* (the 'Act') which provides:

"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,

1. 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;..."

16. As the applicant, the Landlord bears the burden of proving on a balance of probabilities that the Former Tenants has wilfully or negligently caused damage to the premises. This means that, in accordance with subsection s. 89(1), the Landlord must establish that:

- a. there was property damage to the rental unit or residential complex;
- b. the damage is "undue" meaning that it is not normal wear and tear, and it is not insignificant; and
- c. the damage was a result of wilful or negligent conduct.

17. In this case, the Landlords allege that the mould, water and floor damage were developed because the Former Tenants failed to properly ventilate the rental unit. Mr. Gachkanlou acknowledged during his testimony that he is not a mould expert and no expert evidence was presented regarding the origin, extent, or cause of the mould, hardwood flooring and water damage. The Landlords relied on their own observations, photographs taken during the demolition and reconstructions, and invoices related to subsequent repair work. While this evidence establishes that repairs were undertaken following the tenancy, it does not establish that the work was required as a result of Tenants' wilful or negligent conduct.

18. The evidence establishes that the master bathroom had no ventilation fan and the Tenants testified that humidity problems existed in the rental unit and that a dehumidifier was required. Therefore, it is entirely possible that the mould and water related deterioration were related, in whole or in part to deficiencies in ventilation, humidity, or other building condition rather than the alleged negligent conduct by the Former Tenants. The Landlords also acknowledged that regular inspections were not conducted throughout the tenancy.

19. For all the given reasons above, I am not satisfied that the applicants established on the balance of probabilities that the Former Tenants wilfully or negligently caused there to be mould in the master bathroom and hallway bathroom, water damage to the basement flooring and main floor ceiling, and damage to the hardwood flooring. Therefore, the Landlords are not entitled to the damages claimed in the Application.

It is ordered that:

1. The Landlords' Application is dismissed.

June 16, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant 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.