



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

File Number: LTB-L-097251-23

In the matter of: MAIN FLOOR, 2 FRANCHETTO BLVD
GUELPH ON N1E2S6

Between: info@ Landlord
Franco Lostracco
Susan Lostracco

And

Rasheed Zain al aheden Former Tenant
Awatef Al nassan

info@, Franco Lostracco and Susan Lostracco (the 'Landlord') applied for an order requiring Rasheed Zain al aheden and Awatef Al nassan (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 May 25, 2026.

The Landlord, the Former Tenant, the Former Tenant's Legal Representative, Charl Krouchan, and the Former Tenant's Interpreter, Asmaa Zain, attended the hearing.

Determinations:

1. At the outset of the hearing the Former Tenant raised the preliminary issue that that Landlord had filed the L10 application over one year from the date the Former Tenant vacated the rental unit.
2. The Former Tenant testified that they had vacated between December 1, 2022 and December 8, 2022, and had returned the keys to the Landlord on December 10, 2022. The Former Tenant testified that their sponsor had texted the Landlord on October 8, 2022 providing 60 days notice. The Former Tenant submitted as documentary evidence a copy of this text message. The Former Tenant also submitted a copy of a text message from the Landlord on December 7, 2022 that asked to meet with the Former Tenant on the Saturday, December 10, 2022, to get the keys back if the Former Tenant will be moved out. While the text message did not have the Landlord's name on it, the Landlord did acknowledge sending the text message.

3. At the hearing, the Former Tenant uploaded a U-Haul receipt that confirmed that they had booked a truck on December 3, 2022, and the Former Tenant testified that almost all of their belongings were moved on this date. The Former Tenant's son-in-law, Admad Adu Khasrif (AAK), testified that he had booked the u-haul for his in-laws and had moved all of their furniture and belongings to their new house on December 3, 2022. AAK further testified that he handed the key to the Landlord himself on December 10, 2022. The Former Tenant testified that they had bought a house and the closing date was December 1, 2022, though no evidence was submitted to support this claim.
4. The Landlord testified that while they had received the 60 days notice on October 8, 2022, they had told the Former Tenant's sponsor that they could move out by December 31, 2022. The Landlord had stated in the application that the Former Tenant had vacated on December 15, 2022, and then at the hearing, the Landlord testified that the Former Tenant had vacated on December 17, 2022 once a final walk through was completed. The Landlord further testified that on December 17, 2022 the Former Tenant still had small boxes in the rental unit and curtains. When asked if they had documentary evidence to support that the Former Tenant vacated on December 17, 2022, the Landlord testified they did not as they were not aware that this was going to be a preliminary issue.
5. In addition to the oral evidence provided by the parties at the hearing, I allowed the parties to submit additional documentary evidence up to June 10, 2026 to support their positions.
6. The Former Tenant submitted a copy of the purchase and sale agreement which stated they received possession of their home on December 1, 2022. In addition, the Former Tenant submitted evidence of enrollment in home insurance commencing December 1, 2022.
7. The Landlord submitted text messages they had sent in June 2026 to the Former Tenant's sponsor trying to get the full text message chain from October 2022. The Landlord further submitted additional written comments stating that the Former Tenant had vacated on December 13, 2022.
8. Based on the oral testimony of the parties, and the documentary evidence submitted after the hearing, I am satisfied that the Former Tenant has proven on a balance of probabilities that they vacated the rental unit on or before December 10, 2022. The Former Tenant and their witness remained consistent in their timeline of vacating the rental unit and I found their testimony credible and supported by text messages, the purchase and sale agreement and the U-Haul rental receipt. The Landlord was unable to identify when the Former Tenant had vacated the rental unit and provided 3 different potential dates and lacked consistency in their evidence. In addition, the Landlord had submitted a receipt for an air duct cleaning quote that occurred on December 12, 2022, and when asked, the Landlord could not identify whether the Former Tenant was still in the rental unit on the day this occurred.
9. As such, I find that the Former Tenant vacated the rental unit on December 10, 2022
10. The application was filed on December 11, 2023. I find that the application was not filed within one year after the Former Tenant ceased to be in possession of the rental unit pursuant to section 89(1.1)(b) of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 22, 2026

Date Issued

Allana McComb

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.