



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

File Number: LTB-L-087572-24

In the matter of: 4 REMEMBRANCE RD
BRAMPTON ON L7A4Z1

Between: Dropattie Sookdeo Landlord
Anirude Sookdeo

And

Shera Harrison Former Tenant

Dropattie Sookdeo and Anirude Sookdeo (the 'Landlord') applied for an order requiring Shera Harrison (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Dropattie Sookdeo and Anirude Sookdeo (the 'Landlord') applied for an order requiring Shera Harrison (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 Landlord's Legal Representative, Sasha Ajodhia, and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$2,206.03 for damages and compensation for utility costs.
2. I am satisfied that the Landlord served the Former Tenant 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.
3. There documents were served on April 3, 2026 by email. I am satisfied that the service came to the Former Tenant's attention as she served disclosure and attended the hearing in response to the email service.

4. The Former Tenant vacated the rental unit on August 9, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for unpaid utility costs:

8. The Former Tenant failed to pay the final bill for the heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
9. At the hearing, the Former Tenant testified that she had not paid the final utility bills and acknowledged she needs to pay them. The Former Tenant testified that the Landlord had never provided her copy to pay the bills.
10. The Landlord incurred reasonable out-of-pocket expenses of \$997.67 as a result of the Former Tenant's failure to pay heat, electricity and water costs. The Former Tenant shall pay \$161.90 for the Enbridge bill, \$67.17 for the Electra bill, and \$768.60 for the Region of Peel Water bill.

Compensation for damage:

12. The Landlord testified that when the Former Tenant vacated the rental unit there were the following damages:
 - a) The walls in the upstairs bedrooms had been drawn on, had black marks, and there were holes in the walls that required patching;
 - b) Mold along the baseboard in one bedroom;
 - c) There was a large blue stain on the carpet in one of the rooms and there was red marker on the carpet in other bedrooms;
 - d) All of the blinds were damaged;
 - e) The bathroom fan needed to be replaced as the Former Tenant had jammed the fan with plastic;
 - f) There were scratches on the door from the garage into the house;
 - g) The Former Tenant had left a lot of garbage at the property.
13. The Landlord provided videos of the damages alleged. The Landlord testified that the video of the property was taken on August 10, 2024, however the videos showed patching had already been completed or was in the process of being done, so I could not identify specific holes in the walls. The Landlord did testify when asked that he does paint the rental unit between tenants and will complete maintenance based on what is needed.
14. The Landlord claimed the total damages were \$2,113.61, though the Landlord only submitted receipts totalling \$1569.98. The Landlord provided receipts for the items purchased and testified that he replaced the bedrooms with laminate flooring instead of carpet due to the laminate flooring being a more cost-efficient replacement. In addition, the Landlord testified that he tried to clean the carpets, and he used to work for a janitorial service that did carpet cleaning, but the stains would not come out.
15. The Former Tenant acknowledged that her child did damage the blinds. The Former Tenant further testified that the blue paint and the marker on the carpet were water based

and could be cleaned out. The Former Tenant testified that the marks on the walls were normal wear and tear and the black scuffs on the walls is from her son with cerebral palsy leaning on the walls to stabilize himself. The Former Tenant also testified that there were small holes in the living room where the TV was mounted on the wall and from shelving, however she testified she had asked the Landlord for permission prior to affixing them to the walls. The Former Tenant testified that there were no holes in the walls in the bedrooms. The Former Tenant uploaded a video of her walk through of the property on August 8, 2024.

16. The Former Tenant did testify that she had left a lot of larger items, however, she stated she had informed the Landlord that she had called the Region of Peel for a pick-up the following week.

Analysis:

17. On the basis of the evidence provided, I am satisfied on a balance of probabilities that the Landlord has established that the Former Tenant, their occupant or guest did willfully or negligently cause undue damage to the rental unit or residential complex. The Former Tenant acknowledged the damage that was caused by her children to the blinds, the carpet and to the walls in their bedrooms. I find that these damages are not the result of normal wear and tear from residing in the rental unit.
18. The Landlord identified certain damages, such as scratches on the garage door and the broken blinds, however, no receipts were submitted, therefore no damages were awarded for these claims.
19. Based on the evidence of the Landlord, I am not satisfied that the Landlord established on a balance of probabilities that the Former Tenant caused damage to the bathroom fan or to a closet shelf. While the Landlord identified there was an issue with the bathroom fan, there was no video or photo evidence to support his oral testimony. In addition, the Landlord claimed the cost of a closet shelf, however this was not identified in the application or mentioned in oral testimony. As such, I find that these were not reasonable costs.
20. With respect to the costs of the painting of the walls, in the videos submitted by both parties, the children's bedrooms clearly have intentional marks that are beyond normal wear and tear. However, in these videos, the remaining portions of the walls show a stark contrast. The Former Tenant's video shows some scuffs on the walls in the other rooms that would be expected as normal wear, and her video from August 8, 2024 does not show any identifiable holes or dents in the walls in the ground floor bedroom, the staircase going to the second floor, in the bathrooms, or in the main living area. The Landlord's video from August 10, 2024 has patches all over the walls, though the Landlord did not provide evidence of the state of the walls prior to putting patches on the walls. In addition, the Landlord testified that he normally paints the rental unit between tenants. I am not satisfied that the Landlord established on a balance of probabilities that the entire house needed to be patched and painted. I find that the damage to the walls in the 2 children's bedrooms was willful or negligent and beyond normal wear and tear, however, the rest of the walls did not display any damage beyond reasonable wear and tear. As such I find that the reasonable cost for the paint and supplies for the 2 bedrooms would be \$100.00.

21. While the Former Tenant claimed the Landlord could have cleaned the stains out of the carpets, I am not satisfied that this was proven. Both videos showed extensive staining on the carpets that were beyond normal wear and tear. I am also satisfied that the Landlord used the most cost-effective option by installing laminate flooring instead of replacing the carpet, based on the quote he was provided for the carpet replacement. In addition, while the Former Tenant claims the Region of Peel was going to be picking up larger items, there was still a lot of garbage and items remaining, so the Landlord's claim for the yard waste bags is reasonable. As such, I find that the Landlord incurred the reasonable costs for the yard waste bags and the laminate flooring in the amount of \$1,104.63
22. I therefore find that the Landlords incurred reasonable costs of \$1,208.36 to repair the damage or replace the damaged property that could not reasonably be repaired.
16. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$997.67, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$1,208.36, which represents the reasonable costs the Landlord incurred as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$2,392.03. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Allana McComb
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$997.67
Damage Costs	\$1,208.36
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$2,392.03