



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

**File Number:** LTB-L-050634-24

**In the matter of:** 65, 9450 THE GORE RD  
BRAMPTON ONTARIO L6P4P9

**Between:** THUSITHAN SRITHARAN SRITHARAN Landlord

**And**

HASEEB KHAN Former Tenant

Thusithan Sritharan Sritharan (the 'Landlord') applied for an order requiring Haseeb Khan (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also applied for an order requiring 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 February 9, 2026.

Only the Landlord, and the Landlord's Representative, Kimberley Covey attended the hearing.

As of 11:13 a.m., the Former Tenant was 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 Former Tenant must pay the Landlord \$4,806.00 by July 11, 2026.
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. I am satisfied that the Landlord served the Former Tenant 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.

4. These documents were served on December 30, 2025, by courier.
5. The Former Tenant vacated the rental unit on December 31, 2023.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

*Rent and daily compensation owing*

8. The lawful rent was \$4,500.00. It was due on the first day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$147.94. This amount is calculated as follows:  $\$4,500.00 \times 12$ , divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on December 31, 2023, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to December 31, 2023, are \$4,500.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

*Compensation for damage*

14. Section 34 of the Act states that the tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant. Therefore, to be entitled to compensation for damages the Landlord in this application must prove that there are damages to the rental unit that go beyond regular wear and tear and that the Former Tenant wilfully or negligently caused the undue damage.
15. The Landlord testified that the Former Tenant changed or caused the locks on two doors in the rental unit to be changed without authorization. The Landlord testified that the locks had to be replaced to comply with the condominium building's rules. The Landlord submitted photographs of the damage.
16. Based on the uncontested evidence presented at the hearing, I find, on a balance of probabilities, that the Former Tenant or their guest or occupant has wilfully or negligently caused damage to the rental unit by changing the locks without authorization.
17. In the application, the Landlord is seeking \$120.00 to replace the door locks. While the Landlord did not provide a receipt to support this amount, I find the costs of \$120.00 for the replacement of both door locks to be reasonable for replacing two locks.

*Rent Deposit*

18. There is no last month's rent deposit.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$4,500.00, which represents rent and compensation owing up to December 31, 2023.
2. The Former Tenant shall also pay to the Landlord \$120.00, 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 \$4,806.00\*. 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 11, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

**June 30, 2026**  
**Date Issued**

---

Joshua Labbe  
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:**

|                                    |            |
|------------------------------------|------------|
| Rent and Compensation Owing To     | \$4,500.00 |
| Damage Costs                       | \$120.00   |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$4,806.00 |