



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

File Number: LTB-L-046636-23

In the matter of: 301, 200 WOODBINE AVE
Toronto ON M4L3P2

Between: Cindy Siewrattan Landlord

And

Sandra Elia Former Tenant

Cindy Siewrattan (the 'Landlord') applied for an order requiring Sandra Elia (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Cindy Siewrattan (the 'Landlord') applied for an order requiring Sandra Elia (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 started to be heard on October 21, 2024 however was adjourned due to there being insufficient time in the hearing block to hearing this application in its entirety. The application was therefore adjourned and heard by videoconference on May 13, 2026.

The Landlord, Cindy Siewrattan, the Landlord's Agent, Kathya Siewrattan, and the Tenant, Sandra Elia attended the hearing.

Determinations:

1. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
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. The Former Tenant vacated the rental unit on June 5, 2023.
4. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
5. There parties provided a significant amount of evidence throughout the hearing, and although it was heard, this order will only reference what I believe is relevant to the application before me.

Rent and daily compensation owing

6. The Landlord is requesting that the Board order the Former Tenant to pay \$510.00, which represents rent for the time period of June 1, 2026 to June 5, 2026. The Tenant vacated the rental unit on June 5, 2023, and the Landlord states that the Tenant did not pay rent for the period of June 1, 2023, to June 5, 2023 in the amount of \$510.00. The Landlord testified that at the beginning of July 2023, the Landlord's daughter occupied it. The Former Tenant advised the Landlord on or about May 8, 2023 that she will be vacating the rental unit on June 5, 2023
7. The Former Tenant disputes this claim, as the Landlord applied the last month's rent deposit to a month that was not the last month she was in the rental unit. The Former Tenant stated that the Landlord served her with a N5 Notice terminating the tenancy as of June 3, 2023, and therefore the Former Tenant vacated on June 5, 2023. The Former Tenant is requesting that the Landlord return her last month's rent deposit, as she used it for a month that was not the last month of her tenancy.
8. The Landlord testified that she served a N12 Notice to the Former Tenant and retained a paralegal to assist with the process. At that time, she was informed that the last month rent could only be applied to the last month of the tenancy. The last month's rent deposit was applied to the rent for February 2022.

Legal Analysis

9. Section 47 and 44 of the *Residential Tenancies Act (2006)* (the 'Act') allow a tenant to terminate a tenancy at the end of a period of the tenancy or at the end of the fixed term by giving 60 days' notice to the landlord.
10. The Tenant's notice of termination was less than 60 days and therefore does not comply with the Act. As such, I now turn my mind to section 88 of the Act. After considering the evidence before me, I find that the Tenant's notice was in accordance with the Act, as they vacated pursuant to the Notice of Termination. I therefore find that the Former Tenant owes rent for the period of June 1, 2023, to June 5, 2023. Although I heard the Former Tenant's submissions regarding the last month's rent deposit, and I note that it should have been applied to the last month of the tenancy, I do not find that the Tenant offered sufficient evidence to demonstrate that they paid the rent for the 5 days in June 2023 they were in the rental unit. The Former Tenant will therefore be ordered to repay the Landlord a total of \$503.00 ($\$3,060.04 \times 12 / 365 = \100.60×5).

Compensation for Damage

11. The Landlord claims that the Former Tenant wilfully or negligently caused undue damage to the rental unit. In their application, the Landlord claims damages to the plumbing in the dishwasher drain hose, damage to the motorized window coverings, damages to the wall and baseboards throughout the rental unit, costs incurred with cleaning the unit and appliances post move out, damages to the bedroom door, garage door fob is broken, and damages to kitchen cabinet door.
12. The Landlord testified that on or about March 6, 2021 the Landlord called a plumber to attend the rental unit to look at the dishwasher drain as there was a leak. The plumber found that the dishwasher hose was dislodged. The Landlord paid a total of \$172.50 to repair this issue. A photograph of this dishwasher hose and a copy of the invoice was submitted as evidence to the Board. The Landlord testified that there was a second plumbing issue on or about April 28, 2021. There was a flood in the front hall from the washing machine. The Landlord called the plumber and was advised that the holes were out of place and were discharged by someone. The plumber remedied this issue, and the Landlord incurred a charged of \$150.00 for the repairs. A photograph of the damage was submitted as evidence to the Board.
13. The electric blinds were damaged by the Former Tenant. These blinds were placed throughout the rental unit. On or about May 3, 2021, the Tenant stated that the blinds are not working. The Landlord emailed the builder about this issue. There was some water leakage close to the blinds or an electric of misalignment issue that is causing this. This was repaired on May 4, 2021. On or about May 17, 2021, the Tenant complained about this issue again. The Landlord stated that the blinds were working when the Tenant moved into the rental unit. Photographs of the blinds opening and closing were submitted as evidence ot the Board. The blinds were finally repaired in October 2021 after the builder was able to find the issue, and the Landlord incurred a charge of \$282.50 for these repairs.
14. The Landlord stated that she inspected the rental unit on December 30, 2022, the last day of the Former Tenants lease and noticed that the blinds were misaligned. The Landlord noticed that the Former Tenant stored items around the blinds, despite being advised not too. Photographs of the blinds with items stored around it were submitted as evidence to the Board.
15. The Landlord testified that on June 6, 2023 they did a walk through of the rental unit and noticed that the blinds were misaligned, there was damage to the doors, damages to the walls in the primary walk in closet walls and ceiling, writing on the wall, baseboards were chewed up by the Former Tenants dog, the key fob was broken and stopped working
16. The Former Tenant was advised of these damages via email on December 30, 2022. The Landlord is claiming a total of \$4,642.26 for the cost of the repairs of the damages.
17. Upon cross examination, the Landlord testified that there was another tenant that occupied the rental unit from November to January 2021, and the Former Tenant occupied the rental unit commencing February 27, 2021. The Landlord stated that the photo of the pipe that was dislodged after the Former Tenant vacated the rental unit.
18. The Former Tenant disputed that the Landlord's claims. The Former Tenant states that these damages are wear and tear, and therefore the Former Tenant should not be responsible for these damages. In addition, the Landlord conducted a walk through with

the Former Tenant on the date that she was moving out and the Landlord did not advise her of any damages. The Landlord waited until June 12, 2023 to file an application and allege these damages.

19. The Former Tenant testified that regarding the washing machine, the discharge pipe likely just fell out, and the Landlords claim that she caused a flood in the rental unit right after moving in is unreasonable. Regarding the leak at the bottom of the dishwasher, the Former Tenant stated that she did not dislodge anything, and it was her items that were around the dishwasher (such as paper towel) that were damaged that she had to throw away.
20. Regarding the motorized blinds, the Former Tenant stated that there were issues with them shortly after she moved into the rental unit. She testified that it was a manufacturer issue and that they were not installed properly. The Former Tenant stated that she is not at fault for any damage to the motorized blinds.
21. The Former Tenant stated that the photographs of the various marks around the walls that the Landlord submitted are very zoomed in, therefore making them look significantly bigger than they are. These scuffs and minor scratches on doors are all wear and tear, which is what happens after living there for two years. In the primary bedroom, she hung up paintings and therefore that is regular wear and tear. The Former Tenant stated that she did not touch the ceiling tiles in the primary walk-in closet, she had no reason to do so, and any scuffs that are there could have been caused by the workers opening the tiles to work on the heating. The Landlord inspected the rental unit when she left and did not bring up the issue of the shower head. The kitchen cabinets were not the responsibility of the Former Tenant, and this was regular wear and tear. The garage fob was given to the Former Tenant in poor condition, and therefore she did not damage it.
22. The Former Tenant states that the Landlord conducted inspections every six to eight months and did not bring up any issues of damage to the Tenant.

Legal Analysis

23. Section 89(1) of the Act states:

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,

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;

24. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Landlord. The Landlord must also therefore prove, on a balance of probabilities, the amounts that they are claiming against the Former Tenant. After hearing the parties' submissions, I am not satisfied, on a balance of probabilities that the Landlord proved the Former Tenants caused wilful or negligent damage to all the items listed in the Landlord's application.

25. As stated, the standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged. I find that the Landlord failed to meet the burden of proof to establish their claims against the Former Tenants regarding the garage door fob, flood, motorized blinds, kitchen cabinet, bathroom vanity, shower head, and door. I do not find that the Landlord’s provided sufficient evidence to convince me that the Former Tenant willfully or negligently damaged those items, or that these damages were more than reasonable wear and tear. As such, the Landlord’s claim against the Tenant for damages to these items is denied.
26. However, I do find that the Landlord proved willful or negligent damages to the baseboards in the rental unit. I heard the Former Tenant’s submissions that this was wear and tear, and that the Landlord did not raise this issue until some time has passed after they vacated, however upon review of the photographs and based on the Landlord’s submissions, I find that the Landlord proved on a balance of probabilities that this was more than reasonable wear and tear. In their application, the Landlord is claiming a total of \$500.00 for the estimated cost to fix the damaged to the walls and baseboards in the area on the pillar, \$800.00 for the estimated costs to fix the damages to the walls and baseboards.
27. Upon review of the documentation that was submitted in support of these claims I do not find that the Landlord proved all of these amounts against the Former Tenant. I find the Landlord provided insufficient evidence to demonstrate how much it would cost to repair, and/or proof of how much was spent to repair the damages to the baseboards throughout the rental unit. However, as the Landlord proved wilful and negligent damage regarding these claims, I find it appropriate to award the Landlord \$300.00 for the repair of the baseboards throughout the rental unit.
28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs as the Landlord’s claim for one month’s rent is granted.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$503.00, which represents rent and compensation owing from June 1, 2023 to June 5, 2023.
2. The Former Tenant shall also pay to the Landlord \$300.00, 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 which represents the cost of filing this application.
4. The total amount the Former Tenant owes the Landlord is \$989.00*. 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 29, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from July 30, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Nathalia Debski
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	\$503.00
Damage Costs	\$300.00
Total amount owing to the Landlord	\$803.00