



**Order under Section 69 / 88.1 / 88.2 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-079307-24

**In the matter of:** Basement Room, 30 BARR CRES  
BRAMPTON ON L6Z3C2

**Between:** Faissal Hussain

**And**

James Tobin

I hereby certify this is a  
true copy of an Order dated

**MAR 27, 2025**

Landlord and Tenant Board

Landlord

Tenant

Faissal Hussain (the 'Landlord') applied for an order to terminate the tenancy and evict James Tobin (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Faissal Hussain (the 'Landlord') also applied for an order requiring James Tobin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Faissal Hussain (the 'Landlord') also applied for an order requiring James Tobin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Faissal Hussain (the 'Landlord') also applied for an order requiring James Tobin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential

complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 11, 2025.

Only the Landlord attended the hearing.

As of 10:09am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**It is determined that:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for compensation in the application. Therefore, The Tenant must pay to the Landlord \$2,666.00.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on November 1, 2024.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. There is no last month's rent deposit.

***The Damage***

6. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
7. The Landlord testified that the Tenant did not use a shower curtain which caused water to accumulate and damage the tiles and drywall in the bathroom and caused mold to grow. In support of this the Landlord relied on photographs of the bathroom. He testified that after the Tenant vacated the rental unit, he had to replace a portion of the baseboards, tiles, and drywall within the bathroom. While the Landlord originally estimated this would cost \$12,000.00 to repair, he was able to hire a contractor to perform the above note repairs for \$1980.00.
8. The Landlord also alleged that the Tenant has damaged a large rug in the rental unit, which now shows signs of significant wear, and has developed mold. The Landlord testified that the rug would cost \$500.00 to replace, as it cannot be repaired in its current state.
9. The Landlord testified that when he vacated the rental unit the Tenant acknowledged that he was responsible for the damage, and promised to reimburse the Landlord for the damages, but has not done so.
10. I am satisfied based in the Landlord's uncontested evidence that the Tenant has damaged the rental unit, the Landlord has provided a large number of photographs of the rental unit,

including before and after photographs depicting the unit before the Tenant occupied the unit and after they had vacated, and these photographs clearly depict the damage alleged. Furthermore, as the tenant was the only person residing in the rental unit, I find it is reasonable to accept that the damage depicted was caused by the Tenant.

11. I am also satisfied that the Landlord has incurred reasonable costs of \$2480.00 to repair the damage and replace property that was damaged and cannot be repaired. The Landlord provided receipts and statements detailing these costs, and I am further satisfied that the Landlord proactively attempted to secure quotes in order to mitigate any costs incurred as a result of the damages.

#### *The E-Bike*

12. The Landlord also seeks \$189.84 on the basis that the Tenant was storing 3 E-bikes in the garage when the lease only permitted him one. The Landlord seeks compensation on the basis that it would have cost the Tenant approximately \$189.84 to store the bikes elsewhere. While I can accept that the Tenant taking up additional garage space may substantially interfere with the Landlords use of the garage, I am not satisfied that compensation of \$189.84 is appropriate, as the Landlord has not demonstrated that he incurred any out of pocket expenses as a result of the interference, and is instead basing his claim on the approximate storage value the Tenant received.

#### *The Electrical Panel*

13. The Landlord also alleges that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord by tripping the breakers for the power and shutting off water to the rental unit, this led the Landlord to install a lock on the room which held the breakers and water control and the Landlord seeks reimbursement for this expense.
14. The Landlord has not proven that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord. The Landlord's assertion that the Tenant was responsible for switching off the breakers and water appears to be speculative, and the Landlord has not provided anything beyond this speculation that would lead me to conclude that the Tenant is responsible. Therefore, I am not satisfied that the tenant has interfered with the reasonable enjoyment of the Landlord by interfering with the electrical panel and water control and decline to order compensation for the lock purchased by the Landlord.

#### *The Utilities*


15. The Landlord's Application also seeks \$597.15 for unpaid utilities because the Tenant had an air-conditioner in the rental unit. Accordingly, the Landlord is seeking this amount on the basis that his utilities have increased when compared to previous usage periods. The Landlord has not provided a copy of his utility bills in support of this claim.

16. I am not satisfied that it is appropriate to award compensation for utilities. The L2 form is to be used when a Landlord has incurred out of pocket expenses because of a Tenant's failure to pay utilities. In this case the Landlord alleges that the Tenant has caused his own utility costs to increase, not that the Tenant has failed to pay for utilities. In addition, I am not satisfied that the Landlord has demonstrated that he has incurred or will incur costs as a result, as he has not provided copies of the utility bills in question.
17. Therefore, I find that the Landlord has not proven that they incurred reasonable out-of-pocket expenses as a result of the Tenant's failure to pay heat, electricity and/or water costs.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 1, 2024.
2. The Tenant shall pay to the Landlord \$2480.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant owes the Landlord is \$2,666.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2025 at 5.00% annually on the balance outstanding.

**March 27, 2025**  
**Date Issued**

  
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Reid Jackson  
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.

